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Committee	Facilities
Introduction Date	5-22-2013
Enactment Number	
Enactment Date	

Memo

To Board of Education

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

Board Meeting Date May 22, 2013

Subject Award of Bid - Comtel Systems Technology, Inc. - Garfield Telephone / Intercom / Pagers / Clock Project

Action Requested Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0156, Award of Bid and Construction Contract on behalf of the District for the Garfield Telephone / Intercom / Pagers / Clock Project to Comtel Systems Technology, Inc., 1292 Hammerwood Avenue, Sunnyvale, CA 94089 in the amount of \$173,676.02, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: one hundred and eighty days (180) Calendar Days, commencing June 1, 2013, and ending on December 31, 2013.

Background The existing paging and intercom, telephone, and master clocks system at this site is an older system and is marginally functional. The new system will provide a much required improvement to the communication system at the site and is necessary for the overall safety of the students, staff and visitors.

Local Business Participation Percentage 18.30%

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



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

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

Recommendation

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1213-0156, Award of Bid and Construction Contract on behalf of the District for the Garfield Telephone / Intercom / Pagers / Clock Project to Comtel Systems Technology, Inc., 1292 Hammerwood Avenue, Sunnyvale, CA 94089 in the amount of \$173,676.02, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: one hundred and eighty days (180) Calendar Days, commencing June 1, 2013, and ending on December 31, 2013.

Fiscal Impact

Developer Fee Fund

Attachments

- Award of Bid and Construction Contract including scope of work

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

RESOLUTION NO. 1213-0156

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
GARFIELD TELEPHONE/INTERCOM/PAGERS/CLOCK PROJECT**

WHEREAS the DISTRICT has heretofore requested bids includes the installation of demolition and removal of the existing intercom / telephone / clock system and replace with a new complete Rauland Telecenter VI telephone / intercom / pagers / clock system including all wiring and equipment pursuant to OUSD Bid Documents 00 44 13 Bid Form from Comtel Systems Technology, Inc. received 3/29/2013.

WHEREAS one (1) bids was provided via Division of Facilities Planning and Management in response to the said request as follows:

Contractor:	Location	Bid Amount
Comtel Systems Technology, Inc.	Sunnyvale, CA	\$174,676.02

and,

WHEREAS the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a “good-faith” effort to do so as required by the District Policy for such participation;

**RESOLUTION OF THE
BOARD OF EDUCATION
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RESOLUTION NO. 1213-0156

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE
GARFIELD TELEPHONE/INTERCOM/PAGERS/CLOCK PROJECT**

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED, that the bid of the lowest responsive, responsible bidder, **COMTEL SYSTEMS TECHNOLOGY, INC.**, for the performance of the bid work, in the amount of **ONE HUNDRED SEVENTY-FOUR THOUSAND, SIX HUNDRED SEVENTY SIX DOLLARS AND TWO CENTS (\$174,676.02)** be and is hereby accepted; all other bids are rejected, if any; and

BE IT FURTHER RESOLVED that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **COMTEL SYSTEMS TECHNOLOGY, INC.** for the performance of bid work.

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on May 22, 2013.

Edgar Rakestraw, Jr.
Secretary, Board of Education

DOCUMENT 00 52 13
(FORMERLY DOCUMENT 00530)

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 25th day of April, 2013, by and between the Oakland Unified School District ("District" or "Owner") and Comtel Systems Technology, Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Garfield Telephone/Intercom/Pagers/Clock Project

PROJECT NO.: 13106

RESOLUTION NUMBER: 1213-0156

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents:** Should any question arise concerning the intent, precedence, or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the following order of precedence shall prevail:
- (i) District-approved modifications, beginning with the most recent (if any);
 - (ii) The Agreement;
 - (iii) The Special Conditions (if any);
 - (iv) Any Supplemental Conditions (if any);
 - (v) The General Conditions;
 - (vi) The remaining Division 0 documents;
 - (vii) The Division 1 Documents (Specifications – General Conditions);
 - (viii) The Division 2 through Division 32 documents (Technical Specifications);
 - (ix) Figured dimensions;
 - (x) Large-scale drawings;
 - (xi) Small-scale drawings.

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work under this contract shall be completed within One hundred eighty (180) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A

schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by December 31, 2013**

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of the Project.
 - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
 - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
 - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
 - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.
 - g. The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
8. **Prosecution Of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-7 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.

14. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One hundred seventy-four thousand, six hundred seventy-six dollar and two cents

(\$174,676. 02), (Base Contract Amount)

= **One hundred seventy-four thousand, six hundred seventy-six dollar and two cents**

(\$174,676.02), (“Contract Price”)

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
 - b. The Contract Price shall be paid in lawful money of the United States.
 - c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).
- 15. Authority of Contractor’s Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
- 16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

Susie Butler - Berkley 5-3-2013

Susie Butler-Berkley

Contract Analyst

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20__

Dated: APRIL 29, 2013

OAKLAND UNIFIED SCHOOL DISTRICT

COMTEL SYSTEMS CONTRACTOR

By: _____

By: R. NIELSEN

Print Name: Gary Yee

Print Name: R. Nielsen

Print Title: President, Board of Education

Print Title: PRESIDENT

By: _____

Print Name: Edgar Rakestraw, Jr.

Print Title: Secretary, Board of Education

By: T. E. White

Print Name: Timothy E. White

Print Title: Associate Superintendent
Facilities, Planning and Management

Approved as to Form:

By: Cate Boskoff

Print Name: CATE BOSKOFF

Print Title: Special Facilities Counsel

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

Bond No: SSB401277

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

Premium: \$2,090.00

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders 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 Comtel Systems Technology, Inc., ("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:

Garfield Telephone/Intercom/Pagers/Clock Project (Project Name)
("Project" or "Contract")

which Contract dated April 25, 2013, 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 RLI Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of One Hundred Seventy-Four Thousand Six Hundred Seventy-Six and 02/100 DOLLARS (\$174,676.02), 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 or the specifications accompanying the same

OAKLAND UNIFIED SCHOOL DISTRICT

Garfield Elementary School

Project Name Telephone/Intercom/Pagers/Clock Project

Project No. 13106

March 11, 2011

PERFORMANCE BOND

DOCUMENT 00 61 14-1

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 terms of the Contract or to the work or to the specifications.

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:

505 14TH ST., #1100

Oakland, CA 94612

Attention: Carolyn Emery

Telephone No.: (510) 891 - 0118 Ext. 1943

Fax No.: (510) 891 - 0128

E-mail Address: Carolyn.Emery@rlicorp.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 29TH day of April, 2013.

Comtel Systems Technology, Inc.

Principal

By

RLI Insurance Company

Surety

By Mary Baez, Attorney-in-Fact

Carolyn Emery

Name of California Agent of Surety

505 14TH ST. #1100
Oakland, CA 94612

Address of California Agent of Surety

(510) 891-0118 Ext 1943

Telephone Number of California Agent of Surety



OAKLAND UNIFIED SCHOOL DISTRICT

Garfield Elementary School

Project Name Telephone/Intercom/Pagers/Clock Project

Project No. 13106

March 11, 2011

PERFORMANCE BOND

DOCUMENT 00 61 14-2

ACKNOWLEDGMENT

State of California
County of San Mateo)

On April 29, 2013 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared Mary Baez,
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 Deborah M. Knipp (Seal)

Bidder 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.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT

Garfield Elementary School

Project Name Telephone/Intercom/Pagers/Clock Project

Project No. 13106

March 11, 2011

**PERFORMANCE BOND
DOCUMENT 00 61 14-3**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 4/30/13 before me, Carolyn Corradi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Nielsen
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 Carolyn Corradi
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 4/25/13 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): Pres
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Bond No: SSB401277

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

Included in
Premium: Performance Bond

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders 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 Comtel Systems Technology, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Garfield Telephone/Intercom/Pagers/Clock Project (Project Name)
("Project" or "Contract")

which Contract dated April 25, 2013, 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 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and RLI Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of One Hundred Seventy-Four Thousand Six Hundred Seventy-Six and 02/100 Dollars (\$ 174,676.02), 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.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

OAKLAND UNIFIED SCHOOL DISTRICT
Garfield Elementary School

Project Name Garfield Telephone/Intercom/Pagers/Clock Project

Project No. 13106

March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -1

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 29TH day of April, 2013.

Comtel Systems Technology, Inc
Principal

By 

RLI Insurance Company
Surety

By  Mary Baez, Attorney-in-Fact

Carolyn Emery
Name of California Agent of Surety
505 14TH ST. #1100
Oakland, CA 9461
Address of California Agent of Surety

(510) 891-0118 Ext 1943
Telephone Number of California Agent of Surety



Bidder 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.

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Garfield Elementary School
Project Name Telephone/Intercom/Pagers/Clock Project
Project No. 13106
March 11, 2011

PAYMENT BOND
DOCUMENT 00 61 15 -2

ACKNOWLEDGMENT

State of California
County of San Mateo)

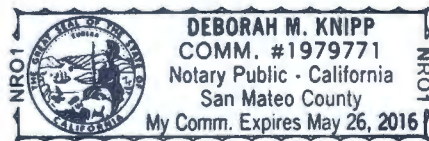
On April 29, 2013 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared Mary Baez,
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 Deborah M. Knipp (Seal)



Nº 5435

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

RLI Insurance Company

of Peoria, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Common Carrier Liability,
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,
Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 13th day
of February, 19 91, I have hereunto set
my hand and caused my official seal to be affixed this 13th
day of February, 19 91.



By

JOHN GARRMENDI
Insurance Commissioner
VICTORIA S. SIDBURY
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Greg McCartney, Steve Suissa, Mary Baez, jointly or severally

in the City of Belmont, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 19th day of April, 2013.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

On this 19th day of April, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 29TH day of April, 2013.

RLI Insurance Company

Roy C. Die Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 4/30/13 before me, Carolyn Corradi Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Nielsen
Name(s) of Signer(s)

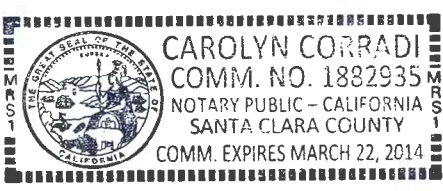
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 Carolyn Corradi
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 4/25/13 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): Pres
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2013

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

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

PRODUCER Risk Strategies Company 2000 Alameda de las Pulgas Suite 101 San Mateo CA 94403	CONTACT NAME: Paula Anderson PHONE (A/C, No, Ext): (650) 762-0400 E-MAIL ADDRESS: panderson@risk-strategies.com	FAX (A/C, No): (650) 762-0490
	INSURER(S) AFFORDING COVERAGE	
INSURED Comtel Systems Technology, Inc. 1292 Hammerwood Ave Sunnyvale CA 94089	INSURER A: Travelers Ind Co of CT NAIC # 25682	
	INSURER B: Travelers Property Casualty Co America	
	INSURER C: Republic Indemnity Co. of CA	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1313057881 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CO4C221609TCT12	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		BA4C22160912	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP4C221609TIL12	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		00306723	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Garfield ES: Telephone/ Intercom/ Pagers/ Clock System Replacement Project # 13106. Oakland Unified School District and Property Manager are included as additional insureds per attached endorsement.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Christian/PAA <i>MBC Christian</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



DOCUMENT 00 41 13
(FORMERLY DOCUMENT 00140)

BID FORM

To: Board of Education / Oakland Unified School District ("District" or "Owner")

From: Comtel Systems Technology, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: Garfield ES Telephone/Intercom/Pagers/Clock System Replacement
PROJECT NO.: 07104

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One Hundred Seventy Four Thousand, Dollars \$ 174,676.02
Total Bid Amount:
Six Hundred Seventy Six dollars
and two Cents.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

OAKLAND UNIFIED SCHOOL DISTRICT
Garfield Elementary School
Telephone/Intercom/Pagers/Clock System Replacement
Project No. 07104
March 14, 2013

BID FORM
DOCUMENT 00 41 13-1

6. The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- ~~The Site Visit Certification, if a site visit was required.~~
- The Noncollusion Affidavit

7. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
<input type="checkbox"/> Or check here if no addenda were issued.	

8. Bidder acknowledges that the license required for performance of the Work is a C-7 license.
9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
11. ~~Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.~~
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of March 20 13
Name of Bidder Comtel Systems Technology, Inc.
Type of Organization Corporation
Signed by Andrea Nielsen
Title of Signer Andrea Nielsen
Address of Bidder 1292 Hammerwood Ave., Sunnyvale Ca, 94089
Taxpayer's Identification No. of Bidder 94-2812637
Telephone Number 408-543-5600
Fax Number 408-543-5699
E-mail gregs@comtelsys.com Web page _____
Contractor's License No(s): No.: 420981 Class C-7,10 Expiration Date: 4/30/2014
No.: _____ Class: _____ Expiration Date: _____
No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Comtel Systems Technology, Inc.
President: Richard Nielsen
Secretary: VP Andrea Nielsen
Treasurer: N/A
Manager: N/A

END OF DOCUMENT

DOCUMENT 00 43 36
(FORMERLY DOCUMENT 00160)

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Garfield elem - Telephone, Pagers, Clock sys. replace (Project Name)

PROJECT NO.: 07104 BIDDER'S NAME Comtel Systems Technology, Inc.

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: Beci Electric Location: Oakland, Ca,

Portion of Work: Cable removal + re-installation

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

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Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____

Date: March 28, 2013

Proper Name of Bidder: Comtel Systems Technology, Inc.

Signature: Andrea Nielsen

Print Name: Andrea Nielsen

Title: Vice President

END OF DOCUMENT

DOCUMENT 00 45 19
(FORMERLY DOCUMENT 00330)

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

Andrea Nielsen being first duly sworn deposes and says that he or she is Vice President of Comtel Systems, the Bidder making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the District of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: March 28, 2013
Proper Name of Bidder: Comtel Systems Technology, Inc
Signature: Andrea Nielsen
Print Name: Andrea Nielsen
Title: Vice President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 3/28/13 before me, Carolyn Corradi Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Andrea Nielsen
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 Carolyn Corradi
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Comtel Systems Technology, Inc. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
RLI Insurance Company (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto
Oakland Unified School District (Here insert full name and address or legal title of Owner)

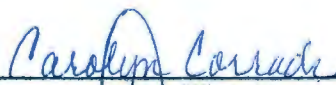
as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent (10%) of the Amount Bid Dollars (\$-----),

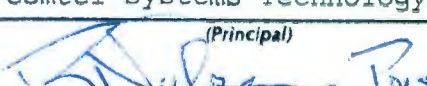
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Garfield Elementary School (Here insert full name, address and description of project)
Telephone/Intercom/Pagers/Clock System Replacement Project No. 07104

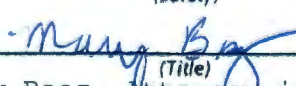
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18TH day of March, 2013


Carolyn Corrado
(Witness)

Comtel Systems Technology, Inc.

(Principal) (Seal)
(Title)


Maryann Worman
(Witness)

RLI Insurance Company

(Surety) (Seal)
(Title)
Mary Baez, Attorney-in-Fact



ACKNOWLEDGMENT

State of California
County of San Mateo)

On March 18, 2013 before me, Deborah M. Knipp, Notary Public
(insert name and title of the officer)

personally appeared Mary Baez
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 Deborah M. Knipp (Seal)



Nº 5435

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

RLI Insurance Company

of Peoria, Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 13th day of February, 19 91, I have hereunto set my hand and caused my official seal to be affixed this 13th day of February, 19 91.



By

JOHN GARRETT
Insurance Commissioner
VICTORIA S. SIDBURY
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
Greg McCartney, Steve Suissa, Mary Baez, jointly or severally.

in the City of Belmont, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of October, 2012.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

Roy C. Die

Vice President

CERTIFICATE

On this 4th day of October, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 18TH day of March, 2013.

Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die

Vice President



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 3/18/13 before me, Carolyn Corradi, Notary Public

personally appeared Richard Nielsen

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 Carolyn Corradi
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

AWARD OF BID CONTRACT ROUTING FORM


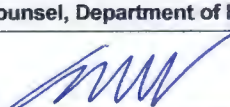
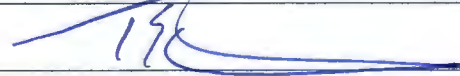
Project Information					
Project Name	Garfield Telephone / Intercom / Pagers / Clock	Site	Garfield Elementary School		
Basic Directions					
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.					
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider				

Contractor Information							
Contractor Name	Comtel Systems Technology, Inc.	Agency's Contact	Greg Steele				
OUUSD Vendor ID #	V053094	Title	Project Manager				
Street Address	1292 Hammerwood Avenue	City	Sunnyvale	State	CA	Zip	94089
Telephone	408-543-5600	Policy Expires	9-1-2013				
Contractor History	Previously been an OUUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUUSD employee? <input type="checkbox"/> Yes X No				
OUUSD Project #	13106						

Term			
Date Work Will Begin	6-1-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$174,676.02
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Developer Fee Fund	1189000891	6274	\$174,676.02

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-1-13		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-1-13		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			