

Board Office Use: Legislative File Info.	
File ID Number	25-0238
Introduction Date	3-12-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date March 12, 2025

Subject Change Order No. 1 to Agreement Between Owner and Contractor – Data Media Services, Inc. – Claremont Middle School Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor by and between the **District** and **Data Media Services, Inc.**, Stockton, CA, to replace the existing server with a new one to comply with new standards and support the required camera bandwidth which includes approval of PCO1, for the **Claremont Middle School Security Improvement Project**, in the not-to-exceed amount of **\$8,320.00**, increasing the contract price from **\$129,000.00 to \$137,320.00**, and extending the term of the Agreement an additional 90 days, from August 29, 2024, to November 27, 2024, through February 25, 2025. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Change Order is for additional construction services and ninety (90) calendar days' extension to the term date.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Change Order No. 1 to Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, CA, to replace the existing server with a new one to comply with new standards and support the required camera bandwidth which includes approval of PCO1, for the Claremont Middle School Security Improvement Project, in the not-to-exceed amount of \$8,320.00, increasing the contract price from \$129,000.00 to \$137,320.00, and extending the term of the Agreement an additional 90 days, from August 29, 2024, to November 27, 2024, through February 25, 2025. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds Measure Y

Attachments

- Change Order No. 1 and Other Documents
- Routing Form
- File ID: 24-1875



Kyle Brower <kyle.brower@ousd.org>

[EXTERNAL] OUSD: LBU Waiver - Video & Security Camera - Milestone Projects

1 message

Tiffany Knuckles <tiffany@360tcpr.com>

Thu, Feb 9, 2023 at 4:30 PM

To: KENYA CHATMAN <kenya.chatman@ousd.org>, Colland Jang <colland.jang@ousd.org>, JUANITA HUNTER <juanita.hunter@ousd.org>

Cc: TADASHI NAKADEGAWA <tadashi.nakadegawa@ousd.org>, DAVID COLBERT <david.colbert2@ousd.org>, Ty Taylor <ty.taylor@ousd.org>, Mark Newton <mark.newton@ousd.org>, Kyle Brower <kyle.brower@ousd.org>, Sanchit Prabhakar <sanchit.prabhakar@ousd.org>, colleen.calvano@ousd.org, Shonda Scott <shonda@360tcpr.com>, Shonnell Frost-Gibbs <shonnell@360tcpr.com>

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for "Milestone Certification" to determine the availability of certified firms to meet the local business utilization on various video surveillance and security camera systems projects. Based on this analysis, our findings indicate that while there are a number of small and local electrical firms interested in working on projects within this scope, their capacity to do work utilizing the District's Milestone software may be limited due to the technical component required for successful installation and system implementation. The District has also expressed issues around concern for safety, and exposure that increased participation may generate.

Based upon the composite of information received, and that the District's IT Department, through previous experience, has a preference for Prime Firms to have Milestone Certification to install cameras requiring advanced systems integration, it is recommended that the District waive the entire 25% SLBE/SLRBE and 50% LBU requirement for site security camera installation projects where the Milestone system is required.

As this may limit and preclude small and local firms from participating, and as it creates additional barriers for small and local firms, 360 Total Concept has expressed concerns to the District around requiring Primes to have Milestone Certification rather than allowing for additional subcontracting opportunities.

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles

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Tiffany Knuckles
Community Relations Liaison
360 Total Concept Inc.
www.360tcpr.com
510.473.5603 (Direct) | 510.836.0360 (Office)

*NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

CHANGE ORDER

Owner: Oakland Unified School District
Project: Claremont MS Security Improvement
School: Claremont Middle School
Contractor: DATA MEDIA SERVICES

Change Order No.: 1

Date: January 13, 2025

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: 24124
Project Manager: Sanchit Prabhakar

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary): This change order covers the costs to upgrade the camera server at Claremont Middle School. A server upgrade is imperative to support the additional security cameras. The proposal includes costs for the materials and labor required to complete the work. Contract allowance was exhausted, and the remainder of the server upgrade costs are being covered by this change order.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$8,320.00

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 90 calendar days

Director Initials _____

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	\$129,000.00
Prior Change Orders:	+ \$
Total Contract Price Prior to this Change Order	= \$129,000.00
This Change Order's Adjustment:	+ \$8,320.00
Adjusted Contract Price (include all special and contingency allowances):	= \$137,320.00

Current Change Order's Percentage of Original Contract Price: 6.45%

Total Change Orders' Percentage of Original Contract Price: 6.45%

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	90 Calendar Days
Prior change order adjustments to contract time:	+ 0 Calendar Days
This change order's adjustment to contract time:	+ 90 Calendar Days
Adjusted contract time:	= 180 Calendar Days

Start Date per Notice to Proceed: August 29, 2024

Completion Deadline Based on Adjusted Contract Time: February 25, 2025

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

Approved: Architect of Record <u>N/A</u> Print Name: _____ Signature: _____ Date: _____	Approved and Agreed: General Contractor <u>CHRISTOPHER KORVEN</u> Print Name: <u>[Signature]</u> Signature: <u>01/15/2025</u> Date:	Approved and Agreed: <u>[Signature]</u> Executive Director, Facilities <u>2-10-2025</u> Date:
Approved as to Form: <u>James Traber</u> OUSD Facilities Counsel Date: 2/5/2025		<u>[Signature]</u> Chief of Systems & Services Officer <u>2-10-25</u> Date:

CHANGE ORDER REQUEST (Proposed Change Order)

No. 1

PROJECT: Claremont MS Security Improvement Project
5750 College Ave, Oakland, CA 94618

DATE: 01.13.2025

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: DATA MEDIA SERVICES

DSA APP NO.: N/A

668 Queensland Circle
Stockton, CA 95026

OUSD PROJECT #: 24124

PROJECT MANAGER: Sanchit Prabhakar

Contractor hereby submits this Change Order Request ("COR") pursuant to the contract documents.

DESCRIPTION OF PROPOSED CHANGES IN WORK (specifically refer to attached pages or incorporated documents): This change order covers the costs to upgrade the camera server at Claremont Middle School. A server upgrade is imperative to support the additional security cameras. The proposal includes costs for the materials and labor required to complete the work. Contract allowance was exhausted, and the remainder of the server upgrade costs are being covered by this change order.

OTHER PROPOSED CHANGES TO THE CONTRACT:

PROPOSED ADJUSTMENT TO CONTRACT PRICE: **\$8,320.00**

- If Contractor requests payment from an allowance, please indicate which allowance: _____

PROPOSED ADJUSTMENT TO CONTRACT TIME: 90 calendar days

REASON FOR REQUEST (check one or more):

- ☐ Unforeseen Conditions
- ☐ Direction by Government Agency
- ☒ Owner Requested
- ☐ Design Omission
- ☐ Design Error
- ☐ Other: _____

CERTIFICATION

I, Christopher Koayen *[name of declarant]*, declare the following:

Data Media Services *[Contractor company name]* has contracted with Oakland Unified School District *[public entity name]* for the Claremont MS Security Improvement Project Contract ("Contract"). Data Media Services *[Contractor company name]* authorized me to prepare the attached Change Order Request ("COR") or Allowance Expenditure Request ("AER") for money and/or time extension for Oakland Unified School District *[public entity name]* regarding this Contract (such COR or AER being dated January 13, 2025, and entitled Change Order 1, and requesting \$8,320.00 and/or 90 additional days), and I prepared the attached COR or AER. I am the most knowledgeable person at Data Media Services *[Contractor company name]* regarding this COR or AER.

The attached COR or AER complies with all laws applicable to submission of a COR or AER, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or Data Media Services *[Contractor company name]*.

The attached COR or AER does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the COR or AER, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that Oakland Unified School District *[public entity name]* is responsible under its Contract with Data Media Services *[Contractor company name]*.

While preparing this declaration and COR or AER, I consulted with others (including attorneys, consultants, or others who work for Data Media Services *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any COR or AER submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the COR or AER on that basis; and that unless Contractor properly and timely files the COR or AER with the certification, Contractor cannot further pursue the COR or AER in any forum and all rights to additional money or time for the issues covered by the COR or AER are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed January 13, 2025, at Oakland, California.

 *[signature]*
Christopher Koayen *[name of declarant]*

319-661/7106498.1

ALLOWANCE EXPENDITURE DIRECTIVE NO. 3

(The Contingency Allowance)

PROJECT: Security Improvement Project
Claremont Middle School

DATE: 01/13/2025

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

DSA APP NO.: N/A

CONTRACTOR: DATA MEDIA SERVICES
668 Queensland Circle
Stockton, CA 95026

OUSD PROJECT #: 24124

PROJECT MANAGER: Sanchit Prabhakar

If not previously directed, the Contractor is hereby directed to perform the work pursuant to this allowance expenditure directive and its attachments, including but not limited to the Summary, the relevant CORs or PCOs, and the backup documentation for the CORs or PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK (specifically refer to attached pages or incorporated documents, such as CORs or PCOs): This AED aims to upgrade existing Milestone server at Claremont Middle School. The proposal includes the costs for labor, material, programming, cabling, and installation. The AED exhausts the contingency in the contract. The remaining costs are covered by change order #1.

OTHER AGREED CHANGES TO THE CONTRACT: _____

AGREED ALLOWANCE EXPENDITURE FOR THIS WORK: \$6,180.00

SUMMARY OF ADJUSTMENTS TO ALLOWANCE:

Original Amount of Allowance:	<u>\$13,000.00</u>
Board-Approved Changes to Allowance:	<u>\$0</u>
Amount of this Approved Allowance Expenditure:	<u>\$6,180.00</u>
Remaining Amount of Allowance:	<u>\$0.00</u>

NOTE:

- Any unspent allowance amounts shall be retained by the Owner at the end of the Contract.
- If the approved amount of the allowance expenditure exceeds the remaining amount of the allowance, then the excess must be processed and paid via change order.
- If contractor is entitled to a time extension for the work that is the subject of this allowance expenditure directive, then the time extension must be processed via contract procedures and change order.

THE COMPENSATION SET FORTH IN THIS DIRECTIVE COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR UPON COMPLETION OF THE WORK DESCRIBED, INCLUDING EXTRA WORK, AND IMPACT ON UNCHANGED WORK. ACCEPTANCE BY CONTRACTOR OF THIS DIRECTIVE CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE DIRECTIVE, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS DIRECTIVE. NO SIGNATURE UNDER

PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS DIRECTIVE SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO THIS DIRECTIVE SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Allowance Expenditure Directive is hereby agreed to, accepted, and approved by the Parties, and will be binding and enforceable.

Approved: Architect of Record N/A _____ Date:	Approved and Agreed: General Contractor <i>[Signature]</i> _____ Date: <i>01/13/2025</i>	Approved and Agreed: <i>[Signature]</i> _____ Executive Director of Facilities Date: <i>2/10/2025</i> <i>[Signature]</i> _____ Chief Systems & Services Officer Date: <i>2/10/25</i>
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319-661/7106500.1

668 Queensland Circle
Stockton, CA 95026

Tel:209-688-1385
ckoayen@datamediaservices.com
LIC No.; 1055604 (C-7)



PROPOSAL

Date 2/3/2025

Proposal No 2305

Billing Address:
OUSD
955 High Street
Oakland, CA, 94621

Premise Address:
Claremont Middle School
5750 College Ave
Oakland, CA.94618

Description	QTY	Unit Price	Total Price
1. Dell PowerEdge R550 Server for Milestone Video Surveillance system.	1	\$10,000.00	\$10,000.00
2. Removal of old Milestone Server and installation of new Dell PowerEdge.	4	\$200.00	\$800.00
3. Programming of new Milestone Server	1	\$3,750.00	\$3,700.00
4. Bill difference			-\$6,180.00
5. Shipping and sales tax are included in all material estimates.			
6. One year warranty			
Subtotal:			\$8,320.00
			N/A
Base Bid Total:			\$8,320.00

Exclusions:

- A. OUSD must provide and configure 1 port on the network for the networked device.
- B. OUSD must provide login credentials for existing Milestone server

Acceptance of proposal:

I accept the above proposal and authorize Data Media Services to proceed with this proposal. I will make payment for these services as outlined above.

Signature: _____ Print: _____ Date: _____



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Claremont Middle School Security Improvement Project	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Data Media Services, Inc.	Agency's Contact	Christopher Koayen					
OUSD Vendor ID #	006952	Title	President					
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip	95026	
Telephone	209-688-1385	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	24124							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	2-25-2025

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 8,320.00
Other Expenses		Requisition Number	

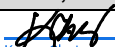
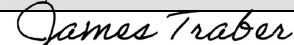
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9000	Fund 21 Measure Y	210-9657-0-9000-8500-6274-201-9180-9906-9999-24124	6274	\$8,320.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature  Kenya Chatman (Feb 13, 2025 13:29 PST)	Date Approved	Feb 13, 2025		
2.	General Counsel, Facilities				
	Signature 	Date Approved	2/5/2025		
	Chief Systems & Services Officer				
3.	Signature  Preston Thomas (Feb 13, 2025 16:56 PST)	Date Approved	Feb 13, 2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-1875
Introduction Date	08-28-2024
Enactment Number	24-1525
Enactment Date	8/28/2024 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management, Kenya Chatman, Executive Director of Facilities

Board Meeting Date August 28, 2024

Subject Agreement Between Owner and Contractor – Data Media Services, Inc. – Claremont Middle School Security Improvement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Data Media Services, Inc., Stockton, CA**, for the latter to install approximately 30 new mini-dome cameras, one new panoramic camera, eleven replacement cameras, and removal of existing cameras for the **Claremont Middle School Security Improvement Project**, in the amount of **\$129,000.00**, which includes a contingency of **\$13,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **August 29, 2024**, and required to be completed within ninety (90) days, with an anticipated ending of **November 27, 2024**.

Discussion Contractor was selected through competitive bidding. (Public Contract Code § 22037).

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, CA, for the latter to install approximately 30 new mini-dome cameras, One new panoramic camera, eleven replacement cameras, and removal of existing cameras for the Claremont Middle School Security Improvement Project, in the amount of \$129,000.00, which includes a contingency of \$13,000.00, as the lowest responsive bidder, with the work anticipated to commence on August 29, 2024, and required to be completed within ninety (90) days, with an anticipated ending of November 27, 2024.

Fiscal Impact Fund 21-Building Fund Measure Y

Attachments

- Contract Justification
- Agreement, Bonds, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 24-1875

Department: Facilities Planning and Management

Vendor Name: Data Media Services, Inc.

Project Name: Claremont Middle School Security Improvement Project

Project No.: 24124

Contract Term: Intended Start: August 29, 2024

Intended End: November 27, 2024

Total Cost Over Contract Term: \$129,000.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Data Media Services was selected by the district as the lowest responsible and responsive bid.

Summarize the services or supplies this contractor or vendor will be providing.

Data Media Services will install approximately 30 new mini-dome cameras, one new panoramic camera, eleven replacement cameras, and removal of existing cameras for the Claremont Middle School Security Improvement Project.

Was this contract competitively bid?



Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **August 29, 2024**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the “Owner,” and **Data Media Services, Inc.**, hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK.

The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Claremont Middle School Security Improvement Project, 5750 College Ave., Oakland, CA 94618

all in strict compliance with the plans, drawings and specifications therefore prepared by

OUSD, 955 High Street, Oakland, CA, 94601, (510) 535-7044.

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to COVID-19 and other public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

This contract is subject to the District’s Project Labor Agreement, dated June 30, 2021, which is available to upload by going to the OUSD home page: ousd.org > Offices and Departs > Facilities Planning & Management Department > Click Opportunities drop-down > Project Labor Agreement(PLA) is at the bottom.

ARTICLE II. CONTRACT DOCUMENTS.

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.” The Contractor and its subcontractors must use the Owner’s program

{SR799843}

Agreement Between Owner and Contractor Over \$60,000 – Data Media Services, Inc. – Claremont Middle School Security Improvement Project - \$129,000.00

software COLBI DOCS for projects.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be ninety (90) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **August 29, 2024**, in which case the deadline for Completion would be **November 27, 2024**.

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **\$500.00** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor’s work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner’s inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that **\$500.00** for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner agrees to pay the Contractor in current funds **ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS NO/100(\$129,000.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance of **THIRTEEN THOUSAND DOLLARS NO/100 (\$13,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance

expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION.

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate

of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars **(\$200.00)** for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during

any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents

or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE.

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State

of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT.

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional

requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

OAKLAND UNIFIED SCHOOL DISTRICT

 8/29/2024
Benjamin Davis, President, Date
Board of Education  8/29/2024
Kyla Johnson-Trammell, Superintendent Date
& Secretary Board of Education
 Aug 2, 2024
Preston Thomas (Aug 2, 2024 15:17 PDT) Date
Preston Thomas, Chief Systems & Services
Officer, Facilities Planning and Management
James Traber 08/02/2024
James Traber, Esq. Date
Legal Counsel, OUSD

DATA MEDIA SERVICES, INC.

 7/26/24
Signature Date
CHRISTOPHER KOAYEN
Print Name, Title OWNER

1055604
CALIFORNIA CONTRACTOR'S
LICENSE NO.
07/31/2025
LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

{SR799843}9

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: 72663177

KNOW ALL MEN BY THESE PRESENTS that we, Data Media Services, Inc., as Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of One Hundred Twenty Nine Thousand and 00/100 Dollars (\$ 129,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated **August 29, 2024**, for construction of

the Claremont Middle School Security Improvement Project, located at 5750 College Avenue, Oakland, (the "Contract"). The Scope of work consists of Installation of approximately 30 new Mini-dome cameras, 1 new multi-sensor camera, 1 new panoramic camera, 11 replacement cameras, and 1 removal of existing camera. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Built are required upon completion.

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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, 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.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or

(SR798942) 1

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.:24124

PERFORMANCE BOND
DOCUMENT 00 61 00

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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 1st day of August, 20 24.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Data Media Services, Inc.

Principal

WESTERN SURETY COMPANY
Surety

By: Mauricio Alejandro Garcia
Attorney-in-Fact

The above bond is accepted and approved this 1st day of August 2024.

(SR798938)2

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT, NO.:24124

PAYMENT BOND
DOCUMENT 00 61 01

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 72663177

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Data Media Services, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Claremont Middle School Security Improvement Project, located at 5750 College Avenue, Oakland, (the "Contract"). The Scope of work consists of Installation of approximately 30 new Mini-dome cameras, 1 new multi-sensor camera, 1 new panoramic camera, 11 replacement cameras, and 1 removal of existing camera. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Builts are required upon completion.

which said agreement dated August 29, 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Twenty Nine Thousand and 00/100 Dollars (\$ 129,000.00) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

(SR798938) 1

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT. NO.:24124

PAYMENT BOND
DOCUMENT 00 61 01

subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 1st day of August, 2024, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

Data Media Services, Inc.

(Affix Corporate Seal)

(Corporate Principal)

668 Queensland Cir.
Stockton, CA 95206

(Business Address)

(Affix Corporate Seal)

WESTERN SURETY COMPANY

(Corporate Surety)

151 North Franklin, 17th Floor
Chicago, IL 60606

(Business Address)

By:

Mauricio Alejandro Garcia, Attorney-in-Fact

The rate of premium on this bond is \$15.00 per thousand.

The total amount of premium charged is \$1,935.00.

The above must be filled in by Corporate Surety.

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.:24124

PERFORMANCE BOND
DOCUMENT 00 61 00

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72663177

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Mauricio Alejandro Garcia

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72663177 is not issued on or before midnight of November 27th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

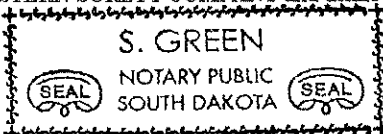
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of August, 2024.

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 1st day of August, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 1st day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

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

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

On August 1st, 2024 before me, CHRISTOPHER KOAYEN,
date here insert name and title of the officer

personally appeared Mauricio Alejandro Garcia,
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 _____ (Seal)

(The balance of this page is intentionally left blank.)



Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Claremont Middle School
Project: Security Improvement
Project #: 24124
Estimate: \$ 130,000.00

Date: Tuesday, July 16, 2024
Time: 2:00 p.m.
Project Mgr: Kyle Brower
Architect: N/A

Signature of Witness to Bid

[Handwritten Signature]

Signature of Bid Opener

Company: Data Media Services, Inc.	Base Bid:	\$ 116,000.00	Required Day of Bid:
Address: 668 Queensland Circle	Allowance:	\$ 13,000.00	Signed Bid Form
City/State: Stockton, CA 95206	TOTAL:	\$ 129,000.00	Addendum Acknow.
Phone: 209-688-1385	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	1:47 p.m.	7/16/2024	Contractor's Sub List
			Debarment Suspension & Schd Z
	<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
	2:50 p.m.	7/16/2024	DVBE Forms

Company: Deco Tech Systems, Inc.	Base Bid:	\$ 136,000.00	Required Day of Bid:
Address: 1180 Mt. Diablo Blvd., Suite #300	Allowance:	\$ 13,000.00	Signed Bid Form
City/State: Walnut Creek, CA 94596	TOTAL:	\$ 149,000.00	Addendum Acknow.
Phone: 925-954-1520	Alternates:		Bid Bond
Fax: 925-954-1521			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
	11:57 a.m.	7/16/2024	Contractor's Sub List
			Debarment Suspension & Schd Z
	<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
	2:27 p.m.	7/16/2024	DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:		Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
			Debarment Suspension & Schd Z
	<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
			DVBE Forms

Company:	Base Bid:		Required Day of Bid:
Address:	Allowance:		Signed Bid Form
City/State:	TOTAL:		Addendum Acknow.
Phone:	Alternates:		Bid Bond
Fax:			Non-Collusion
			Iran Contracting Certification
	<u>Time Submitted</u>	<u>Date Submitted</u>	Site Visit Certification
			Contractor's Sub List
			Debarment Suspension & Schd Z
	<u>Time Opened</u>	<u>Date Opened</u>	Local Business Participation Form
			DVBE Forms

BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning and Management
High Street, Oakland, CA 94601

Dear Board Members:

The undersigned, doing business under the firm name of DATA MEDIA SERVICES INC, hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Claremont Middle School Security Improvement Project, located at, 5750 College Avenue, Oakland, CA (the "Contract")**. The Scope of work consists of Installation of approximately 30 new Mini-dome cameras, 1 new multi-sensor camera, 1 new panoramic camera, 11 replacement cameras, and 1 removal of existing camera. In addition, 5 attic stocks. The selected vendor will be responsible for installation of all cameras and Milestone programming upon completion. As-Built are required upon completion.

The Contract Documents were prepared by OUSD, 955 High Street, Oakland, 510-535-7044.

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of:

<u>ONE HUNDRED SIXTEEN THOUSAND</u> Dollars <i>Bid Amount Without Contingency Allowance</i>	<u>\$116,000.00</u>
<u>Thirteen Thousand</u> Dollars <i>Total of Allowances (see Section IV of Agreement)</i>	<u>\$13,000</u>
<u>ONE HUNDRED TWENTY-NINE THOUSAND</u> Dollars <i>Total Base Bid Amount</i>	<u>\$129,000.00</u>
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
JUNE 27, 2024

BID FORM
DOCUMENT 00 31 01

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned 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>

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

668 QUEENSLAND CIR
STOCKTON, CA 95206

Our Public Liability and Property Damage Insurance is placed with:

SPINNER Insurance Company

Our Workers' Compensation Insurance is placed with:

EXEMPTED

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. Date
Addendum No. Date
Addendum No. Date

Addendum No. Date
Addendum No. Date
Addendum No. Date

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: DATA MEDIA SERVICES INC.
Business Address: 668 QUEENSLAND CIR. STOCKTON, CA. 95206
Telephone Number: 209-688-1385
California Contractor License No.: 1055604
Class and Expiration Date: C-7 EXP 07-08-2025
Public Works Contractor Registration No.: PW-LR-1000591508
State of Incorporation, if Applicable: CA.

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

{SR799810}3

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
JUNE 27, 2024

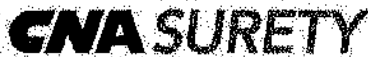
BID FORM
DOCUMENT 00 31 01

Dated: _____, 20__

Dated: 07/16, 2024

Christopher Koza (Name)
____ (Chairman, Pres., or Vice-Pres.)


 Christopher Koaga (Name)
 _____ (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)



P.O. Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-800-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: July 9th, 2024

AGENT CODE: 04-23075

ATTENTION: Anthony Calle

Number of Pages: 4

RE: Bond 72658458 Data Media Services, Inc.

Claremont Middle School Security Improvement Project - Project No. 24124
108

Contract Amount: \$ 129,000.00
Company Code: 0601

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____
\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

BID BOND
DOCUMENT 00 40 00

Bond Number: 72658458

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Data Media Services, Inc. as Principal and
WESTERN SURETY COMPANY as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Amount Bid Dollars (\$ 10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Claremont Middle School Security in
strict accordance with Contract Documents. Improvement Project - Project No. 24124

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR708-44; }

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 16th day of July, 2024, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Data Media Services, Inc.

(Principal)

668 Queensland Cir., Stockton, CA 95206

(Business Address)

WESTERN SURETY COMPANY

(Corporate Surety)

151 North Franklin Street, 17th Floor
Chicago, IL 60606

(Business Address)

By: _____

MAURICIO ALEJANDRO GARCIA, Attorney-in-Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ N/A.

(The above must be filled in by Corporate Surety).

1SR7894412

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

BID BOND
DOCUMENT 00 40 00

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72658458

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MAURICIO ALEJANDRO GARCIA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect,

"Section 7. 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72658458 is not issued on or before midnight of October 16th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

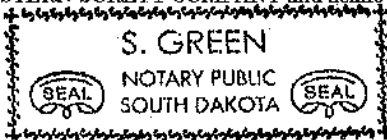
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 16th day of July, 2024.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 16th day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 16th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023



DATAMED-01

KPINLAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2024

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 have ADDITIONAL INSURED provisions or 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
American Tri-Star Insurance Services Inc.
16162 BEACH BLVD STE 100
Huntington Beach, CA 92647

CONTACT NAME: John Gallo**PHONE**
(A/C, No, Ext): (619) 919-0325**FAX**
(A/C, No):**E-MAIL ADDRESS:** anthony@amtsi.com**INSURED**

Data Media Services Inc.
668 Queensland Cir
Stockton, CA 95206

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** SPINNAKER INSURANCE COMPANY

24376

INSURER B: Mercury Insurance Group

27553

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

COVERAGES

CERTIFICATE NUMBER:**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X	X	HBW4295943XB1	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BA040000086017	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Number and Description

RIGHT ANGLE SOLUTION and OWNER are named as additional Insured as respect to Commercial General Liability Policy per the attached endorsements (Must Include Ongoing and Completed Operations). Coverage is Primary and Non-Contributory per attached endorsement(s). Waiver of Subrogation applies in favor of RIGHT ANGLE SOLUTION and OWNER on Commercial General Liability, and Worker's Compensation Policies per the attached endorsements. Umbrella Policy follows form. 30 Day Written Notice of Cancellation. Per Project Aggregate.

30 DAY CANCELLATION NOTICE APPLIES.

CERTIFICATE HOLDER IS ALSO ADDITIONALLY INSURED.

CERTIFICATE HOLDER

CANCELLATION

Insured Copy

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

Anthony Gallo

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

PROJECT: CLAREMONT MIDDLE SCHOOL SECURITY IMPROVEMENT
PROJECT NO: 24124 BIDDER'S NAME DATA MEDIA SERVICES INC. (Project Name)
DIR 10 Digit Registration No: 1000591508

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars (\$25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E),

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

{SR798843}

DESIGNATION OF SUBCONTRACTORS
DOCUMENT 00 40 01

SELF PERFORM

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/16, 20 24, at Stockton [city], CA. [state].

Signature: _____

Print Name: _____

Title:

**OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024**

DESIGNATED OF SUBCONTRACTORS
DOCUMENT 00 40 01

{SR798843}

SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **Claremont Middle School Security Improvement**

Check option that applies:

☐ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

☒ I certify that CALVIN L. ANDERSON (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

07/16/2024

Proper Name of Bidder:

DATA MEDIA SERVICES INC.

Signature:

[Handwritten Signature]

Print Name:

CHRISTOPHER KOTAYEN

Title:

OWNER

END OF DOCUMENT

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

(Labor Code section 2810)

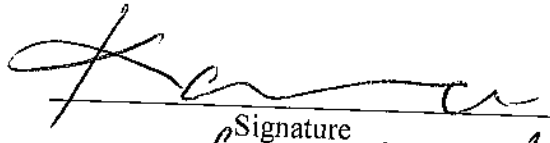
To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Contract: Claremont Middle School Security Improvement Project

I, CHRISTOPHER KOAYEN, declare that I am the OWNER
[insert title] of DATA MEDIA SERVICES the entity making and submitting the bid for
the above Project that accompanies this Declaration, and that such bid includes sufficient
funds to permit DATA MEDIA SERVICES [insert name of entity] to comply with all local,
state or federal labor laws or regulations during the Project, including payment of
prevailing wage, and that DATA MEDIA SERVICES [insert name of entity] will comply with
the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and executed on 07/16 20 24 at STOCKTON [city],
CA [state].

Date: 07/16/2024



Signature
Print Name: CHRISTOPHER KOAYEN
Print Title: OWNER

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

SUFFICIENT FUNDS DECLARATION
DOCUMENT 00 11 13

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Claremont Middle School Security Improvement

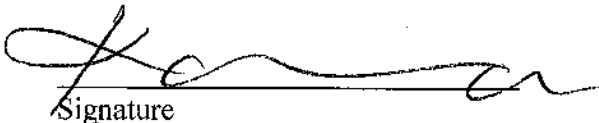
The undersigned declares:

I am the OWNER of DATA MEDIA SERVICES INC., the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/16, 2024 at STOCKTON [city], CA [state].


Signature

CHRISTOPHER KRAYEN
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

NON-COLLUSION
DOCUMENT 00 40 03

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

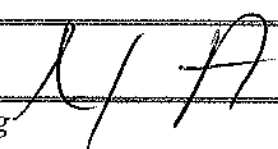
DOCUMENT 00 40 04

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

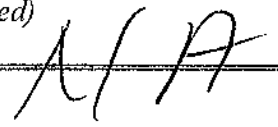
OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> 		

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

IRAN CONTRACTING
DOCUMENT 00 40 04

Printed Name and Title of Person Signing

Date Executed

MA

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
June 27, 2024

IRAN CONTRACTING
DOCUMENT 00 40 04

{SR798838}

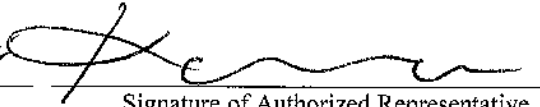
SCHEDULE Z
DOCUMENT 00 52 00

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.			
<u>DATA MEDIA SERVICES</u>			
Company Name		Signature of Authorized Representative	
<u>668 QUEENSLAND CIR. STATION</u>		<u>CHRISTOPHER KOAYEN</u>	
Address		Type or Print Name	
<u>209</u>	<u>688-1385</u>	<u>07/16/24</u>	<u>CHRISTOPHER KOAYEN</u>
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

DOCUMENT 00 41 00

To be completed by the Prime Bidder

PAGE 1 OF 2

PART I – IDENTIFICATION INFORMATION

BIDDER'S NAME DATA MEDIA SERVICES	BUSINESS ADDRESS 668 RUGEMSLAND CIR. STOCKTON, CA 95206	TELEPHONE NUMBER 209-658-1385
SCHOOL DISTRICT CLUSA	COUNTY ALAMEDA	APPLICATION NO. N/A

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. ☐ is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces	will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent	will include a copy of each DVBE's letter from OSDS (including yours, if applicable).
C. ☒ is not Disabled Veteran owned	will use DVBE subcontractors/suppliers for at least 3 percent of this contract	I'm a small business owner and unable to meet the 3% requirement
D. ☐ is unable to meet the required participation goals	will complete a Good Faith Effort to obtain DVBE participation	will include the Prime Bidder's Good Faith Effort Worksheet.

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
{SR798826}

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation. D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: This line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers. E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.
- C. Enter the total of Lines A and B for each column.

BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier					
1.					
2.					
3.					
4.					
C. Subtotal (A & B)					
D. Non-DVBE					
E. Total Bid					

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
{SR798826}

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

OAKLAND UNIFIED SCHOOL DISTRICT
CLAREMONT MIDDLE SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 24124
{SR798826}

DVBE PARTICIPATION CERTIFICATE
DOCUMENT 00 41 00

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET
DOCUMENT 00 41 01

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

PAGE 1 OF 2

BIDDER'S NAME DATA MEDIA SERVICE	BUSINESS ADDRESS 668 QUEENSLAND CR. STOCKTON, CA 95210	CONTACT PERSON Christopher Koayen
TELEPHONE NUMBER 209-658-1385	OWNER Christopher Koayen	COUNTY ALAMEDA

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I - CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (List):			
I'm a Small Business and do not meet the Good Faith Effort			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III – DVBE SOLICITATIONS List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

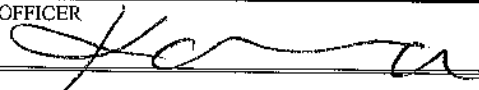
IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, Christopher Koayer certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER



DATE

07/16/2024

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):
 - a. Install a physical barrier at the worksite to limit contact with pupils.
 - b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see **Attachment A** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).
 - c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

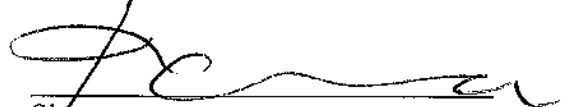
Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)
3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

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I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 07/16/2024


Signature

Name: CHRISTOPHER KOAYEN Title: Owner

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.

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- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate;

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(14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

{SR684074} 5

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM
FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name:

DATA MEDIA SERVICES Inc

Supervisor/Foreman Name:

CALVIN L. ANDERSON

Start Date:

8/29/2024

Completion Date:

11/29/2024

Location of Work:

5750 COLLEGE AVE. OAKLAND, CA 94618

Hours of Work:

8-5

Length of Time on Grounds:

8 hours

Number of Employees on the Job:

ABOUT 3

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

☒ A physical barrier will be installed at the worksite to limit contact with pupils.

☐ I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

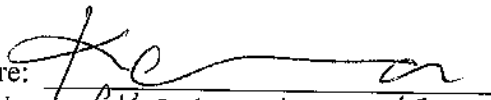
Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

Name of employee who is the custodian of the Department of Justice verification information:

☐ The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 07/16/2024

Signature: 
Typed Name: CHRISTOPHER KORYEN
Title: OWNER
Contractor: DATA MEDIA SERVICES



Contractor Filters

Contractors

- > Name is not Empty
- > Updated This Week

Keyword Search



All > Type = Contractor > Keywords = Data Media Services Inc.



Legal Name	Type	Doing Business As (DBA)	Name	PWCR	CSLB	Registration Start Date	Registra
Data Media Services Inc.	Contractor		Data Media Services Inc.	1000591508			

Rows 1 - 1 of 1





DATAMED-01

KPINLAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2024

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 have ADDITIONAL INSURED provisions or 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 American Tri-Star Insurance Services Inc. 16162 BEACH BLVD STE 100 Huntington Beach, CA 92647	CONTACT NAME: John Gallo	
	PHONE (A/C, No, Ext): (619) 919-0325	FAX (A/C, No):
INSURED Data Media Services Inc. 668 Queensland Cir Stockton, CA 95206	E-MAIL ADDRESS: anthony@amtsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : SPINNAKER INSURANCE COMPANY	
	INSURER B : Mercury Insurance Group	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	HBW4295943XB1	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BA040000086017	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re: Project Number and Description

RIGHT ANGLE SOLUTION and OWNER are named as additional insured as respect to Commercial General Liability Policy per the attached endorsements (Must Include Ongoing and Completed Operations). Coverage is Primary and Non-Contributory per attached endorsement(s). Waiver of Subrogation applies in favor of RIGHT ANGLE SOLUTION and OWNER on Commercial General Liability, and Worker's Compensation Policies per the attached endorsements. Umbrella Policy follows form. 30 Day Written Notice of Cancellation. Per Project Aggregate.

30 DAY CANCELLATION NOTICE APPLIES.

CERTIFICATE HOLDER IS ALSO ADDITIONALLY INSURED.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Anthony Gallo</i>



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Claremont Middle School Security Improvement Project	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Data Media Services, Inc.	Agency's Contact	Christopher Koayen				
OUSD Vendor ID #	006952	Title	President				
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip	95026
Telephone	209-688-1385	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	23126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	11-27-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$129,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

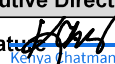
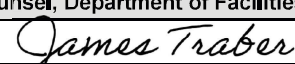
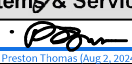
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/7900	Fund 21	210-9657-0-9000-8500-6274-201-9180-9906-9999-24124	6274	\$129,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature  Kenya Chatman (Aug 2, 2024 13:56 PDT)	Date Approved	Aug 2, 2024		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	08/02/2024		
	Chief Systems & Services Officer, Facilities Planning and Management				
3.	Signature  Preston Thomas (Aug 2, 2024 15:17 PDT)	Date Approved	Aug 2, 2024		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			