

Board Office Use: Legislative File Info.	
File ID Number	19-1140
Introduction Date	6/12/2019
Enactment Number	19-0928
Enactment Date	6/12/19 lf



Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Curtiss Sarikey, Chief of Staff
 Susan Beltz, Deputy Chief, Technology Services *SB*

Board Meeting Date 6/12/2019

Subject Amendment No. 2 to Independent Contract Agreement to Provide Technology Eqpt.
 Contractor: Digital Design Communications
 Services For: Technology Services

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 2 to Independent Contract Agreement to Provide Technology Equipment _____ between Oakland Unified School District and Digital Design Communications, Oakland, CA _____, for the latter to complete installation of networking equipment (E-Rate) as specified in the Scope of Work, extending contract term from July 1, 2017 through July 1, 2019 to September 30, 2019. All other terms and conditions of the Agreement remain in full force and effect.

for the period of 7/1/2019 through 9/30/2019 in an amount not to exceed 2,005,478.77.

Prior Contract The Agreement was previously approved by the Board on April 12, 2017 (Enactment No. 17-0433).

Modification This amendment modifies the term and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
 If no, exception:



Fiscal Impact Funding resource(s): Fund 21: Measure J Bond

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
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Enactment Date	6/12/19 If



AMENDMENT NO. 2 TO

Independent Contract Agreement to Provide Technology Eq _____

This Amendment amends _____ Independent Contract Agreement to Provide Technology Eq _____ between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on April 12, 2017 (OUSD Enactment No. 17-0433). The parties agree to amend that Agreement as follows:

<p>1. Services: <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>. <input type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input type="checkbox"/> Revised scope of work attached. OR <input type="checkbox"/> CONTRACTOR agrees to provide the following amended services:</p>
<p>2. Term (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term began on <u>7/1/2017</u> and expires on <u>6/30/2019</u>. The parties agree to extend the contract through <u>9/30/2019</u>.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input type="checkbox"/> Increase of \$ _____ to original contract amount.</p> <p><input checked="" type="checkbox"/> Decrease of \$ <u>677,401.34</u> to original contract amount.</p> <p>The new contract total is <u>two million five thousand four hundred seventy eight & eleven</u> Dollars (<u>2,005,478.77</u>)</p>

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 6/13/19
 _____ Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief
[Signature] 6/13/19
 _____ Date
 Secretary, Board of Education

CONTRACTOR

[Signature] 5/20/19
 _____ Date
 Contractor Signature
VICTOR ZAVORA President

 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director	<i>[Signature]</i>		5/20/19
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

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

Please select:

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

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

SAM Search Results
List of records matching your search for :

Search Term : digital design communications*
Record Status: Active

No Search Results



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> • Contract amendment packet including Board Memo and Amendment Form • Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	Digital Design Communications	Contractor's Contact	Victor Zamora		
OUSD Vendor ID #	001380	Title	President		
Street Address	135 Capwell Dr.	City, State	Oakland, CA	Zip Code	94621
Telephone	(510) 773-9632	Email (required)	viczamora@ddesigncom.com		

Compensation and Terms

Current Contract Amount	\$2,682,880.11	OUSD Vendor ID #	001380	Start Date of Original Contract	7/1/2017
Amount of Increase	0	Original PO #	P1807829	Current Term End Date	6/30/2019
Amount of Decrease	677,401.34	New Requisition #	VR19-04290	New Term End Date*	9/30/2019
New Total Contract Amount	2,005,478.77	% Change	25.25	*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
VR19-04290	210-9799-0-00-1-8500-6424-986-9860-9901-9999-99999	Measure J	\$ 780,473.50
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	17-0433	Independent Contract Agreement to Provide Technology Equipment	\$2,682,880.11
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Increase/Decrease Amount
1	18-2496	The amendment modified the term of the contract	0

OUSD Contract Originator Information

Name of OUSD Contact	Susan Beltz	Email	susan.beltz@ousd.org
Site/Dept. Name	Technology Services	Site #	986
		Phone	510-879-8178

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			5/20/19
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$92,600)			
6. Superintendent, Board of Education	Signature on the legal contract		

Board Office Use: Legislative File Info.	
File ID Number	18-2496
Introduction Date	12/12/18
Enactment Number	18-1901
Enactment Date	12/12/18 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marcus Battle, Chief Business Official
 Susan Beltz, Deputy Chief, Technology Services

Board Meeting Date 12/12/18

Subject Amendment No. 1 to Independent Contractor Agreement to Provide Technology Equip
 Contractor: Digital Design Communications
 Services For: Technology Services

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to Independent Contractor Agreement to Provide Technology Equipment _____ between Oakland Unified School District and Digital Design Communications, Oakland, CA, for the latter to complete installation of networking equipment begun under this contract and funded in part by the Erate program.

for the period of 10/1/2018 through 6/30/2019 in an amount not to exceed 2,682,880.11.

Prior Contract The Agreement was previously approved by the Board on April 12, 2017 (Enactment No. 17-0433).

Modification This amendment modifies the term of the contract. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
 If no, exception:

Fiscal Impact Funding resource(s): Fund 21: Measure J Bond

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-2496
Introduction Date	12/12/18
Enactment Number	18-1901
Enactment Date	12/12/18 er



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

AMENDMENT NO. 1 TO

Independent Contractor Agreement to Provide Technology Equipment

This Amendment amends Independent Contractor Agreement to Provide Technology Equipment between Oakland Unified School District (OUSD) and Digital Design Communications (Contractor) entered into on 4/12/17 (OUSD Enactment No. 17-0433). The parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR CONTRACTOR agrees to provide the following amended services:

2. **Term (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on 7/1/17 and expires on 9/30/18. The parties agree to extend the contract through 6/30/2019.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ _____ to original contract amount.
 Decrease of \$ _____ to original contract amount.
The new contract total is Two million six hundred eighty two thousand eight hundred eighty Dollars (2,682,880.11)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

- 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Long

12/13/18

President, Board of Education

Date

Superintendent

Chief or Deputy Chief

D. H. ...

12/13/18

Secretary, Board of Education

Date

CONTRACTOR

Victor M. Zamora

11/20/18

Contractor Signature

Date

VICTOR M. ZAMORA President

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>John Howard</i>		11/20/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

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

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)–Item Number: _____
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 - a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 - b. Meeting announcement for meeting in which the SPSA modification was approved.
 - c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

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

see attached Enactment no. 17-0433.

SAM Search Results
List of records matching your search for :
Search Term : digital design communications*
Record Status: Active

No Search Results



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 to Independent Contractor Agreement to Provide Technology Eq

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator creates new requisition with the original PO number referenced in the item description.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> Contract amendment packet including Board Memo and Amendment Form Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	Digital Design Communications	Contractor's Contact	Victor Zamora		
OUSD Vendor ID #	001380	Title	President		
Street Address	135 Capwell Dr.	City, State	Oakland	Zip Code	94621
Telephone	(510) 773-9632	Email (required)	vicmzamora@ddesigncom.com		

Compensation and Terms

Current Contract Amount	\$2,682,880.11	OUSD Vendor ID #	001380	Start Date of Original Contract	7/1/2017
Amount of Increase	0	Original PO #	P1807829	Current Term End Date	9/30/2018
Amount of Decrease	0	New Requisition #	VR19-04290	New Term End Date*	6/30/2019
New Total Contract Amount	2,682,880.11	% Change	0	*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
VR19-04290	210-9799-0-9901-8500-6424-986-9860-9901-9999-99999	Measure J	780,473.50
			\$
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	17-0433	Independent Contractor Agreement to Provide Technology Equipment...	\$2,682,880.11
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Susan Beltz	Email	susan.beltz	@ousd.org	
Site/Dept. Name	Technology Services	Site #	986	Phone	510-879-8178

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/20/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	17-0622
Introduction Date	April 12, 2017
Enactment Number	17-0433
Enactment Date	4-12-17 <i>of</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Interim Superintendent
By: Vernon Hal, Senior Business Officer *VEH*
Susan Beltz, Deputy Chief, Information Technology

Board Meeting Date April 12, 2017

Subject E-Rate Application and Contracts - Fiscal Year 2017-2018 (Conditional) (Year 20)

Action Requested Approval by the Board of Education of Resolution No. 1617-0161 - Approving Fiscal Year 2017-18 E-Rate Application and Conditional Award of Bids, Agreements for Services and/or Work, which are eligible for E-Rate as follows: Digital Design Communications to provide Equipment Installation for the period of July 1, 2017-September 30, 2018 for an amount not to exceed \$2,682,880.11 and authorization for the Superintendent of Schools or designee to submit E-Rate Year 20 application to Federal Schools and Libraries Division of the Universal Service Administrative Company seeking \$2,146,240 in E-Rate Year 20 funding and that said contracts, agreements stated herein are conditionally approved, subject to form and content approval by General Counsel, District's receipt of E-Rate Year 20 funding and appropriation of up to \$1,450,000 in District's matching funds, as specified herein, by the Board of Education in the Fiscal Year 2017-18 District Budget with the District's portion to be paid out of Measure J funds.

Background The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access. The SDL Program supports connectivity-the conduit or pipeline for communications using telecommunications services and/ or the Internet under two categories of service: telecommunications services/Internet access, and internal connections and basic maintenance; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries. In Erate 2.0 funding, schools are given a fixed amount of money based upon enrollment. At the District's funding level, schools are eligible for \$120.00 per student within a five year period. With the 2017-18 Erate filing, the District will be seeking funding for CDCs in order to fund infrastructure upgrades for these sites. The District has completed prior projects to provide needed network upgrades and wireless access to support teaching, learning, and administrative operations. This is Phase 3 of a long term plan for upgrading all district facilities and will complete the

networks at 78 district schools. Work is phased to match Erate funding and Measure J allotments.

Discussion

This project, Phase 3, is necessary to meet the goals of the June 2014 Board approved Technology Plan (See: <http://www.ousd.k12.ca.us/technologyplan>). The wireless network for these sites needs the requisite network switching appliances “switches” to more fully provide an equitable, supportable, standardized environment to support teaching and learning for all students. The switches will better connect the student, teacher, and staff devices to the upgraded wide area network (WAN) and internet connections.

Following District facilities procurement processes, Erate rules and local business utilization guidelines, administration released a Request for Qualifications and Proposals (RFQP) on February 24, 2017 and received responses by the March 24, 2017 deadline. After reviewing responses, and following a reasonable time for review and response to bid protests, if any, the District selected one of the Firms—but reserved the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in the RFQP. The Firm(s) selected was based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record success for these types of Services. A “best value” method of selection was utilized. The “best value” method evaluates the selection criteria listed below based the designated relative weight given to each criteria as a percentage of the RFQP’s total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Cost/Pricing	40
Proposed Equipment and/or Services and compatibility with existing Cisco equipment	20
Ability to Meet Schedules	5
Technical Expertise of Vendor, including experience with E-Rate program	15
Technical assessment of the product(s)	10
L/SL/SLRBE	10

Recommendation

Approval by the Board of Education of Resolution No. 1617-0161 - Approving Fiscal Year 2017-2018 E-Rate Application and Conditional Award of Bids, Agreements for Services and/or Work, which are eligible for E-Rate at the 80% discount level, limited to \$120 per student within a 5 year period, as follows: Digital Design Communications to provide Equipment Installation for the period of July 1, 2017-September 30, 2018 for an amount not to exceed \$2,682,880.11 and authorization for the Superintendent of Schools or designee to submit E-Rate Year 20 application to Federal Schools and Libraries Division of the Universal Service Administrative Company seeking \$2,146,240.00 in E-Rate Year 20 funding and that said contracts, agreements stated herein are conditionally approved, subject to form and content approval by General Counsel,

District's receipt of E-Rate Year 20 funding and appropriation of up to \$1,450,000.00 in District matching funds, as specified herein, by the Board of Education in the Fiscal Year 2017-2018 District Budget.

Fiscal Impact

Up to \$1,450,000.00 using Measure J funds allocated to Technology Services Infrastructure.

Attachments

Resolution No. 1617-0161

Request for Qualifications/Proposals - Technology Equipment and/or Services 16-17/10

Attachment A – Form of Independent Contractor Agreement To Provide Technology Equipment and/or Services

Attachment B – Local Businesses Participation Worksheet

Attachment C – Acknowledgement to Addenda

Attachment D – E-Rate Certification

Attachment E – Pricing Template



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-0622

Department: Technology Services

Vendor Name: Digital Design Communications

Contract Term: Start Date: 7/1/2017 End Date: 9/30/2017

Annual Cost: \$ 2,682,880.11

Approved by: Vernon Hal

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor provided the lowest bid and most cost effective solution, and is a local Oakland vendor and has been a successful partner to the district in prior projects.

Summarize the services this Vendor will be providing.

This project provides Local Area Network (LAN) upgrades at 78 district schools and is Phase 3 of a long term project to upgrade all sites to support 21st Century teaching and learning. The wireless network for these sites needs the requisite network switching appliances "switches" to more fully provide an equitable, supportable, standardized environment to support teaching and learning for all students. The switches will better connect the student, teacher, and staff devices to the upgraded wide area network (WAN) and Internet connections.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

[Empty box for answer]

Resolution No. 1617-0161



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

RESOLUTION NO. 1617-0161

**APPROVING E-RATE APPLICATION, CONDITIONAL AWARD OF BIDS, AND
AGREEMENTS FOR SERVICES AND/OR WORK
(Eligible for E-Rate Discounts up to \$120/student/school)**

WHEREAS, the Schools and Libraries Program of the Universal Service Fund, commonly known as "ERate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States in obtaining affordable telecommunications and Internet access; and

WHEREAS, the Schools and Libraries Program supports connectivity—the conduit or pipeline for communications using telecommunications services and/or the Internet—under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections; and provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries; and

WHEREAS, the District is required at the time of application to SLD to designate matching funds, if required, and to identify vendors selected by competitive bids and/or Requests for Proposals (RFP) who will assist the District in the implementation of services and/or projects to be funded by E-Rate; and

WHEREAS, the District has completed Phase 2 services, approved January 10, 2015, which included the cabling installation and wireless network hardware procurement and installation necessary to support wireless connectivity in every teaching, learning, and administrative space at 54 District PreK-12 schools and 23 Child Development Centers; and

WHEREAS, the District is eligible to file an E-Rate application with the SLD for funding for Phase 3 for LAN Network Upgrades pursuant to applicable eligibility standards and criteria; and

WHEREAS, the Superintendent of Schools, in a Board Memorandum, dated April 12, 2017, recommends the approval of said application for the reasons stated in the memorandum, and delineates how funds, if granted, will be used, which is incorporated herein by reference as though fully set forth;



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

NOW, THEREFORE, BE IT RESOLVED that the Board of Education, based upon said recommendation, hereby authorizes the Superintendent of Schools or designee to file the District's E-Rate Application – FCC Form 470 with the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) seeking approximately \$2,146,240 in E-Rate Funds for Fiscal Year 2017-2018; and

BE IT FURTHER RESOLVED that the Board hereby authorizes and appropriates District matching funds and necessary services and software costs of up to \$1,450,000, to be incorporated in the Fiscal Year 2017- 2018 Budget and distributed to and taken from the following accounts, as may be required: \$1,450,000 to be taken from Measure J, Fund 21 No. 9869905801 (or successor account); and

BE IT FURTHER RESOLVED that the Board hereby conditionally approves the Award of Bids and Agreements for Phase 3 services as listed in the table below and to the following vendor(s): Digital Design Corporation for Equipment Installation service identified in their response to RFP for a cumulative amount not-to-exceed \$2,682,880.11 over 2 (2017-2018) years.

Description	Vendor	Estimated Pre-Discounted Annual Cost	Estimated District Cost
Equipment Installation	Digital Design Communications	\$2,682,880.11	\$1,450,000

Each Award and Agreement stated herein is subject to or limited to the amount of funds approved and awarded to the District by SLD, if any, for the purpose(s) of the awarded Bid(s) and subject to appropriation of said funds, in whole or in part, by the Board; and

BE IT FURTHER RESOLVED that the Board further authorizes acceptance and execution of the Grant Agreement, and any amendments thereto, with SLD for Fiscal Year 2017-2018 and Agreements or Amendments with the vendor(s) named herein by the President and Secretary of the Board, with each and all documents referenced herein subject to form and content approval by General Counsel.

APPROVED, PASSED, AND ADOPTED by the Governing Board of the Oakland Unified School District on this 12th day of April, 2017, by the following vote:

AYES: Jody London, Aimee Eng, Jumoke HintonHodge, Roseann Torres, Shanthi Gonzales, Vice President Nina Senn, President James Harris

NOES, None



ABSTAIN None

ABSTAIN None

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on April 12, 2017.

Devin Dillon, Interim Secretary



Request for Qualifications/Proposals -Technology Equipment and/or
Services 16-17/10

**OAKLAND UNIFIED SCHOOL DISTRICT
Information Technology Services
1000 Broadway, Suite 300
Oakland, CA 94607**

ERATE 20

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR
TECHNOLOGY EQUIPMENT AND/OR SERVICES
No. 16-17/10**

The Oakland Unified School District ("District") requests qualified firms, partnerships, corporations, associations, persons, or professional organizations "Firm" or "Firms") to submit their qualifications for and proposal to provide services to the District for the following project ("Project"):

Local Area Network (LAN) infrastructure upgrade at 78 district PK-12 sites ("SOW") as set forth in Attachment "1."

E-Rate Requirements. This Project is contingent on the approval of funding from the Universal Service Fund's Schools and Libraries Program, known as E-Rate. The District, in its sole discretion, may or may not proceed with the Project, in whole or in part, with or without E-Rate approval.

Firms are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

Submission of Proposals. Interested Firms should hand deliver three (3) original, hard copies of its Proposal and one (1) copy in electronic format on a CD, as further described herein, to:

OAKLAND UNIFIED SCHOOL DISTRICT
Information Technology Services
1000 Broadway, 3rd Floor
Oakland, California 94607
ATTN: Colleen Calvano, Executive Director, Technology Services

All Proposals are due by 4:00 p.m. on March 24, 2017. Faxed or electronically transmitted Proposals will not be accepted. Proposals will be opened immediately after they are due. Late Proposals will not be accepted.

Questions regarding this Request for Qualifications and Proposals ("RFQP") must be received in writing to Rick Del Valle at rick.delvalle@yahoo.com by 4:00 p.m. on March 13, 2017. Responses will be sent directly to the questioner and on the District's website.

Optional Pre-Proposal Meeting and Site Visit. A optional pre-proposal meeting ("Optional Meeting") will be held at 9:00 a.m. on March 10, 2017, at the Information Technology Services office, located at 1000 Broadway, 3rd Floor, Oakland, CA 94607. All participants are required to sign in at the Information Technology Services offices. A Site Visit will follow the meeting and is expected to take a maximum of 6 hours. Sites to be identified at the pre-proposal meeting.

Estimated Timeline of Events:

E-Rate Form 470 Filing	February 24, 2017
Optional Pre-Proposal Meeting	March 10, 2017
Last Day to Submit Questions	March 13, 2017
Proposal Submittal Date	March 24, 2017
E-Rate Form 471 Filing	April 12, 2017

This RFQP is not a formal request for bids, or an offer by the District to contract with Firms responding to this RFQP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQP as necessary. All materials submitted to the District in response to this RFQP shall remain the property of the District. The District shall not be responsible for the costs of preparing any Proposal in response to the RFQP. The District reserves the right to waive any irregularities or informalities in any Proposal.

Award of Contract. The contract for the Project, if awarded, will only be by action of the District's Governing Board to the Firm that meets the qualifications established by this RFQP. No Firm may withdraw its Proposal for a period of ninety (90) days after the award of the contract for the Project. During this time, Firm shall guarantee the prices quoted in its Proposal.

Attachments and Exhibits:

Statement of Work **as set forth in Attachment "1."**
District PK-12 schools and Site Counts, as set forth in **Attachment "2"**.
Local Business Participation Worksheet, attached hereto as **Attachment "3"**.
Acknowledgement of Addenda form attached hereto as **Attachment "4"**.
E-Rate Certification form attached hereto as **Attachment "5"**.

EXHIBIT "A" - Form of Independent Contractor Agreement to Provide Technology Equipment and/or Services

EXHIBIT "B" - Contract Certifications and Bonds

PROPOSAL CONTENTS

1. General Information/Instruction for Statement of Qualifications and Proposals

- 1.1. The District invites qualified Firms to submit a Statement of Qualifications and Proposal (together, "Proposal" or "Proposals") related to its ability to provide the Services as indicated herein.
- 1.2. **Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** The selected Firm shall be required to comply with the District's S/SL/SLRBE Policy. A copy of the District's S/SL/SLRBE Policy can be obtained on the District website at www.ousd.org under the Facilities Department drop down menu, Bids and Requests for Proposals. The selected Firm shall, at a minimum, meet the fifty percent (50%) participation requirement.
- 1.3. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO. Selected Firm must comply with the PLA for any portion of the Project subject to the PLA.
- 1.4. **E-Rate Compliance.** Firms must make themselves thoroughly familiar with any rules or regulations set forth by the E-Rate Program. Firms shall provide all necessary E-Rate and contracting credentials necessary pursuant to E-Rate procurement requirements located at: <http://www.usac.org/sp/>.
 - 1.4.1. Firms shall be and remain in compliance with all current E-Rate program guidelines established by the Federal Communications Committee (FCC). This Project is entirely contingent upon available funding from the Federal E-Rate Program (Schools and Libraries Division) and the District may or may not undertake the Project at its sole discretion. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements, and other program rules are available from the SLD by calling the SLD of the Universal Service Administrative Company at (1-888) 203-8100 or see their website at www.sl.universalservice.org.
- 1.5. **Performance & Payment Bond.** The selected Firm shall be required to furnish a 100% Performance Bond and a 100% Payment Bond, if it is awarded the contract for the Project. In addition, the selected Firm and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages.
- 1.6. **DVBE.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the selected Firm must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. Firms should not submit these forms with their Proposal.

2. Description of Services.

- 2.1. The District intends to procure Services as described in the form of *Independent Contractor Agreement to Provide Technology Equipment and Services*, attached hereto as **EXHIBIT "A,"** including without limitation the services ("Services") described in **Attachment "1."**
- 2.2. Generally, the District seeks qualified Firms to provide a hardware upgrade, by providing network hardware equipment, installation, and performing configurations necessary to support network connectivity in every wiring closet (MDF and IDF) at the Sites, which consist of seventy-eight (78) District PK-12 schools, as set forth in **Attachment "2"**. Accordingly, the District requires the following without limitation:
 - 2.2.1. **Twelve (12) Cisco ME 3600X-24FS-M Router** with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports with 10 Gb license (or equivalent);
 - 2.2.2. **Five (5) Cisco WS-C3850-48XS-F-E Fiber Switch** (or equivalent);
 - 2.2.3. **Sixty-two (62) WS-C3850-12X48U-S GigE PoE 740W 2 x 10G SFP+ LAN Base switches, FlexStack Plus Stacking Module and interconnect cables** (or equivalent);(or equivalent);
 - 2.2.4. **Two Hundred, forty-four (244) WS-C2960X-48FPD-L + 2960X-STACK GigE PoE 740W 2 x 10G SFP+ LAN Base switches), FlexStack Plus Stacking Module and interconnect cables** (or equivalent)
 - 2.2.5. **Five (5) APC Smart-UPS SRT 2200VA RM with network card LCD 100-127V, with APC Smart-UPS 1000VA LCD RM 2U 120V and network card** (or equivalent);
 - 2.2.6. **Thirteen (13) APC SMART-UPS RT 3000VA with network card**
 - 2.2.7. **One hundred twenty-four (124) line conditioners** for identified MDF and IDF locations; Tripp Lite ISOBAR12ULTRA with protected switch and 12 outlets;
 - 2.2.8. **Seven hundred, twelve (712) 1G SFPs and Eight (8) SFP-10G-LRM= SFPs modules;**
 - 2.2.9. **Two (2) Cisco ASR-9001** hub routers;
 - 2.2.10. Demolition of replaced switches and removal of all UPS (IDFs will only have line conditioners moving forward); and
 - 2.2.11. The goal is to replace all legacy switches:
 - 2.2.11.1. For each rebuild IDF, demo all copper, electrical and fiber patch cables switches.
 - 2.2.11.2. Add Line Conditioner and SFPs.
 - 2.2.11.3. For each rebuild IDF/MDF, demo all copper, electrical and fiber patch cables switches, add Line Conditioner and SFPs.

- 2.2.11.4.** For a non-rebuilt IDF/MDF, remove old switches and PoE injector. Reuse patch cables.
- 2.2.11.5.** Remove all Tripp-Lite & MinuteMan UPS' (do not remove APC).
- 2.2.11.6.** Replace stack means new fiber patch cables and two new SFPs on each side.
- 2.2.11.7.** For 2960X stacks, add stack network cabling and interface module.
- 2.2.11.8.** For 3850 stacks, add stack power and stack network cabling.
- 2.2.11.9.** OUSD has a mixture of Multimode (OM1-OM4) and Singlemode. Use the correct fiber patch cables.
- 2.2.11.10.** Document before and after pictures of each IDF/MDF.
- 2.2.11.11.** Patch cables colors need to conform to District standards. Patch cables must be Category 6a rated with easy to disconnect snagless connectors.

3. Content of Proposals.

Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted as outlined below. Proposals shall be no longer than **thirty (30)** pages, 8½" x 11" format, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

- 3.1. Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and what will make the Firm qualified to provide the Services.
- 3.2. Table of Contents** - A table of contents of the material contained in the Proposal should follow the letter of interest.
- 3.3. Executive Summary** - The executive summary should contain an outline of Firm's approach to provide the Services, along with a brief summary of Firm's qualifications.
- 3.4. Firm Information** - Provide a comprehensive narrative of the Services offered by Firm. The narrative should include the following:
 - 3.4.1.** Provide a brief history of Firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 3.4.2.** Describe Firm's philosophy and how Firm intends to work with District administration officials to perform the Services.

- 3.4.3.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services.
- 3.4.4.** Provide a statement of Firm's financial resources and insurance coverage. Include a certification of correctness of Firm's statement of financial resources.
- 3.4.5.** Provide a statement of ALL claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). If no qualified claims exist, provide a statement to this extent.
- 3.4.6.** Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10).
- 3.4.7.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.
- 3.4.8.** Identify Firm's Service Provider Identification Number (SPIN) as issued by USAC. Firm must include a copy of its completed Service Provider Annual Certification Form with its Proposal.

3.5. Prior Relevant Experience.

- 3.5.1.** Provide a list of ALL K-12 and Community College Districts for which Firm has provided the same or similar Services to in the past five (5) years. Limit your response to no more than the ten (10) most recent districts. Include the name(s) of the district(s), a description of services provided and the name of the contact person and telephone number at each district. Also, indicate the Firm's personnel that performed services for each district.
- 3.5.2.** List other public entities that the Firm would like the District to consider in its evaluation. Include the name(s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm's personnel that performed services for each entity.
- 3.5.3.** List any private entities that the Firm would like the District to consider in its evaluation. Limit your responses to three (3) of the most recent entities. Include the (s) of the entity(ies), a description of services provided and the name of the contact person and telephone number at each entity. Also, indicate the Firm's personnel that performed services for each entity.

- 3.6. Statement of Services.** Prepare a detailed Statement of Services that Firm is submitting in its Proposal.

- 3.7. Compensation.** Provide Firm's proposed fee for performance of the Services as identified below:
- 3.7.1. Equipment Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 3.7.2. Installation Costs.** Provide a detailed breakdown of the costs of each item to be installed. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 3.7.3. Shipping Costs.** Provide a detailed breakdown of the costs for shipping. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 3.7.4. Taxes.** The District is subject to the State of California Sales and Use Tax. Proposal prices shall include a detailed breakdown of allowances for all taxes including but not limited to all Federal, State, and Local taxes. Identify each item as eligible or ineligible for funding under the E-Rate Program.
 - 3.7.5. Professional Fees.** Provide a current fee schedule for the types of services that your Firm offers, include typical staffing expectations, professional fee schedules, and variations that the District could expect, if applicable.
 - 3.7.6. All Other Costs, Fees, Expenses, or Charges.** Identify each item as eligible or ineligible for funding under the E-Rate Program.
- 3.8. Pricing Template.** In addition to the Compensation section, Firms must submit completed pricing templates online and include printed copy of template with Firm's Proposal. Template is located at the following link:
<https://tinyurl.com/2016-17-10>.
- 3.9. Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm providing the Services to the District.
- 3.10. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Each Firm must submit a detailed explanation of Firm's proposed compliance with the District's L/SL/SLRBE policy. Accordingly, Firms must complete and submit the Local Business Participation Worksheet, attached hereto as **Attachment "3"**.
- 3.11. Acknowledgement of Addendum.** Firms must sign and submit the Acknowledgement of Addenda form attached hereto as **Attachment "4"**.

3.12. E-Rate Certification. Firms must sign and submit the E-Rate Certification form attached hereto as **Attachment "5"**.

3.13. Additional Information. Provide any additional information, options, or features related to Firm's program or its Services that Firm believes the District will find helpful in the District's evaluation and selection process.

3.14. Independent Contractor Agreement. Provide Firm's proposed revisions, if any, to District's Form of Agreement, *Independent Contractor Agreement to Provide Technology Equipment and/or Services*, attached hereto as **Exhibit "A"**. **PLEASE NOTE: The District may not consider any substantive or material changes to the Form of Agreement if the proposed changes are not submitted at or before this time.**

4. Procurement Due Dates and Tentative Schedule of Firm Selection.

First Publication Date of RFQP:	February 24, 2017
Second Publication Date of RFQP:	March 3, 2017
Optional Site Visit Date:	March 10, 2017
Questions Due Date:	March 13, 2017
Proposal Due Date:	March 24, 2017
Anticipated Notification of Selected Firm:	March 29, 2017
Anticipated Intent to Award:	April 12, 2017
Anticipated Intent to Proceed:	June 1, 2017 - June 1, 2018 (dependent upon Erate funding)

5. District's Evaluation / Selection Process.

The District intends to select one of the Firms—but reserves the right to select more than one Firm—that best meet(s) the District's needs to perform the Services as described in this RFQP. From the Firms that provide a Proposal to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval. The chosen Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these type of Services. A "best value" method of selection will be utilized. The "best value" method evaluates the selection criteria listed below based the designated relative weight given to each criteria as a percentage of the RFQP's total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Cost/Pricing	40
Proposed Equipment and/or Services and compatibility with existing Cisco equipment	20
Ability to Meet Schedules	5

Technical Expertise of Vendor, including experience with E-Rate program	15
Technical assessment of the product(s)	10
L/SL/SLRBE	10

5.1. The District reserves the right to contract with any Firm responding to this RFQP for all or portions of the above-described Services, to reject any proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQP.

5.2. Responses to this RFQP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

5.3. All information provided by Firm will be subject to verification.

6. Protests.

Any protest regarding this RFQP must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by the District that a Firm has been selected following the evaluation / selection process.

6.1. The protest must contain a complete statement of any and all bases for the protest.

6.2. The protest must refer to the specific portions of all documents that form the bases for the protest.

6.3. The protest must include the name, address, and telephone number of the person representing the protesting party.

- 6.4.** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to (i) all other parties with a direct financial interest that may be adversely affected by the outcome of the protest and (ii) all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 6.5.** The procedure and time limits set forth in this paragraph are mandatory and are each Firm's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim and legal proceedings.

EXHIBIT "A" TO RFQP
FORM OF
INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made as of the ____ day of _____ in the year 20__, between the Oakland Unified School District ("District") and _____ ("Contractor") (referred to herein individually as "Party" and collectively as "Parties").

WHEREAS, the District is authorized by Section 20118.2 of the Public Contract Code to procurement of computers, software, telecommunications, equipment, microwave equipment, and other related electronic equipment and apparatus; and

WHEREAS, the District is in need of technology equipment and/or services, the procurement of which is allowable pursuant to Section 20118.2 of the Public Contract Code; and

WHEREAS, the Contractor warrants that it can provide and install the needed technology equipment and/or services;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services generally consists of the following:
 -
 - 1.1. The Services shall be performed at the following project(s)/site(s) ("Project"):
 - See the List of District Sites, attached hereto as **Exhibit "B"** and incorporated herein by this reference (together "Project Sites" or "Sites" and individually "Site")
 - 1.2. The Contractor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Contractor's Services at other Sites. The provisions of this Agreement shall apply to the Contractor's Services at each individual Site, without regard to the status of the remaining component(s).
2. **E-Rate Compliance.** Contractor shall be thoroughly familiar with any rules or regulations set forth by the E-Rate Program and shall comply with all applicable E-Rate contracting credentials and requirements for performance of the Services hereunder.

3. **Term.** The term of this Agreement shall be from July 1, 2017 until September 30, 2018 ("Contract Time"). Work shall be completed within the Contract Time. Contractor agrees that if the Work is not completed within the Contract Time, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Contract Time.

4. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certificate
- Drug-Free Workplace Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Performance Bond
- Payment Bond

5. **Compensation.** District agrees to pay the Contractor for Work satisfactorily rendered pursuant to this Agreement a total fee of Dollars (\$ _____) ("Contract Price"). District shall pay Contractor according to the following terms and conditions:

5.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5.2. Contractor shall prepare a separate invoice for each Site, if Contractor works at more than one (1) Site. The itemized invoice shall reflect the hours spent by the Contractor in performing its Services pursuant to this Agreement.

5.3. Contractor's invoicing shall conform to all E-Rate guidelines for the billing of discounts to the Schools and Libraries Division of the Universal Service Corporation ("SLD"). A current Service Provider Annual Certification ("SPAC") form must be on file with USAC for the funding year 2016-2017 and for the subsequent years throughout the term of the Agreement.

5.4. Contractor's invoices shall be in Service Provider Invoice ("SPI") form: Contractor shall only invoice the District for the non-discounted portion of the Work after the E-rate discount is applied. Contractor will then invoice the SLD for the E-rate discounted portion.

6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

6.1. Not applicable.

7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
8. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Contractor shall comply with the District's L/SL/SLRBE Policy. A copy of the District's L/SL/SLRBE Policy can be obtained on the District website at www.ousd.org under the Facilities Department drop down menu, Bids and Requests for Proposals. The selected Firm shall, at a minimum, comply with the fifty percent (50%) participation requirement.
9. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO. Selected Firm must comply with the PLA for any portion of the Project subject to the PLA.
10. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the coordination or management of other work related to the Project.
11. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 11.1. Not applicable.
12. **Performance of Services.**
 - 12.1. **Notice(s) To Proceed.** Contractor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project.
 - 12.2. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 12.3. **Meetings.** Contractor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of Services, installation of equipment, and any other issues deemed relevant to the operation of Contractor's performance of Services.
 - 12.4. **Scheduling of Work.** This Work will have to proceed with a definite sequence of operations to minimize outages and to continue operation of District facilities.
 - 12.5. **Cooperation and Coordination.** Adjacent areas will be in continuous use during

the Project, Contractor shall be solely responsible for instituting and maintaining safe working conditions for the Project. Contractor shall maintain noise, dust, and other nuisance control measures as effectively as possible. Contractor shall cooperate and coordinate with the District and the Project Manager in performing Services in place at a time when the space required by this Work is accessible.

- 12.6. **Inspection.** The Contractor shall cooperate with the District and Project Manager and shall provide assistance at all times for inspection of the Work performed under this Agreement. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The Contractor shall remove covers, operate devices, or perform any reasonable Work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the Work.
- 12.7. **Manufacturer's' Direction.** Follow manufacturer's' directions where these directions cover points not included on the drawings or in the specifications.
- 12.8. **Workmanship.** Contractor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this Work shall be repaired or replaced by the Contractor. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.
- 12.9. **Contractor's Supervision.** The Contractor shall personally, or through an authorized and competent representative, constantly supervise the Work from its beginning to its completion and acceptance. Contractor shall, as reasonably possible, have the same foreman and workers on the Project from its commencement to its completion. District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. All non-District personnel shall be identified either by an ID tag or uniform with a company logo when on any school Site.
- 12.10. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 12.11. **Lead-Based Paint.** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 12.12. **Workers.** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed on the Project without written consent from the District.
- 12.13. **Payment Bond and Performance Bond.** The Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District,

a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent (100%) of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

- 12.14. **Examination of Site(s).** The Contractor shall be held to have visited the Project Sites and been satisfied as to the conditions under which the Work is to be performed. Contractor shall check existing conditions that may affect the Work. Where the Contractor retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in Contractor's behalf for any extra expense due to failure or neglect to discover conditions affecting the Work.
- 12.15. **Cleaning and Cleanup.** All Work shall be cleaned to remove all dust, dirt, grease, paint, or other marks. All equipment shall be left in a clean condition inside and out, satisfactory to the District. Contractor shall keep buildings and premises free from accumulated waste materials, rubbish, and debris resulting from performance of Services, and upon completion of the Work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from Work and legally disposed of off-Site.
- 12.16. **Interruption of Services.** Power and technology infrastructure services in existing buildings are to remain in operation and shall not be interrupted except by specific written approval by the District. If an "Interruption" is deemed necessary for the Work, the Interruption shall be scheduled with the District which may, at its option, have a representative present. Interruptions shall be scheduled "after hours" or on weekends when Interruptions would cause no disturbance to District functions. Any accidental Interruption as a result of performance of the Work shall, at the Contractor's expense, be restored immediately in a manner acceptable to the District.
13. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
14. **Equipment.** All equipment provided in performance of Contractor's Work must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment shall be acceptable.
15. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these

books, records, and systems of account during the Term of this Agreement and for ten (10) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three years after final payment under the contract, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

17. **Warranty/Quality.** Unless a longer warranty is included with the installed equipment, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

18. **Anti-Trust Claim.** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

19. **Confidential Records.** To the extent that this Agreement qualifies as a contract (1) to provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records, or (2) to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records for the purposes of AB 1584 (2014), the Parties agree as follows:

19.1. **Ownership.** All pupil records/education records are Confidential Records, and to the extent that Confidential Records are disclosed by the District to Contractor, those Confidential Records shall remain the property of and subject to the control of the District. To the extent that Contractor possesses Confidential Information, it holds the Confidential Information in trust for the benefit of the District and shall comply with all lawful instructions from the District.

19.2. **Pupil Access.** Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content, if applicable, by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of the request.

19.3. **Contractor Personal Use Prohibited.** Contractor and its Personnel shall not use any Confidential Information for any purpose other than those required or

specifically permitted by this Agreement.

- 19.4. **Correction of Information.** A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of a request.
- 19.5. **Ensuring Confidentiality.** Without limiting or narrowing any obligation to preserve confidentiality found elsewhere in this Agreement or applicable law, Contractor shall, at a minimum, take the following actions to ensure the security and confidentiality of Confidential Information: (1) Contractor shall regularly train its Personnel regarding their security and confidentiality obligations; (2) Contractor shall obligate its Personnel to effectuate and abide by the terms and standards of this Agreement; (3) Contractor shall comply with industry standards regarding information security; and (4) Contractor shall only permit trained and qualified personnel access to Confidential Information.
- 19.6. **Unauthorized Disclosure Notification.** In the event of an unauthorized disclosure of Confidential Information, the Contractor shall notify the District of the breach. Thereafter, District shall notify the affected parent, legal guardian, or eligible pupil in conformance with this Agreement.
- 19.7. **Non-Retention Certification.** Contractor certifies that, in accordance with this Agreement, Confidential Information shall not be retained or available to Contractor or Contractor's Personnel upon the completion of the Contractor's Services for the District for which the disclosure was authorized. This certification may be enforced by any lawful means, including, without limitation, through civil or administrative action.

20. Termination.

- 20.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- 20.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 20.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 20.3.1. material violation of this Agreement by the Contractor; or
- 20.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 20.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; or
- 20.3.4. any other cause authorized by applicable law.

The District shall provide Contractor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Contractor with three (3) days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else, upon the expiration of the three (3) days, this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the services pursuant to this Agreement, the Contractor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 20.4. Upon termination, Contractor shall provide the District with all documents produced, maintained, or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

21. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

22. Insurance.

- 22.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 22.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion

of the Services. (Form CG 0001 and CA 0001)

22.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

22.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

22.2. Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

22.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

22.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

22.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers'

Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

22.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

22.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current **A.M. Best's rating of no less than A: VII**, unless otherwise acceptable to the District.

23. **Disputes.** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the progress of the Work, but will await determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104 et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

23.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.

23.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

23.3. Prior to Contractor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Contractor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

24. **Ownership of Any Existing Equipment.** Ownership of any equipment and materials presently existing at the Sites at the time of execution of this Agreement shall remain the property of the District even if it is replaced or its operation made unnecessary by Work performed by Contractor pursuant to this Agreement. If applicable, Contractor shall advise District in writing of all equipment and materials that will be replaced at the Sites and District shall, within fourteen (14) days of Contractor's notice, designate in writing to Contractor which replaced equipment and materials that should not be disposed of off-Site by Contractor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Contractor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Contractor shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

25. Incidental Installation Work.

25.1. The Parties acknowledge that this Agreement shall require incidental labor to

perform the Work. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.

- 25.2. **Compliance Monitoring and Enforcement by the Department of Industrial Relations.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- 25.3. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Agreement. Contractor represents to the District that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

- 25.4. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

26. **Change in Scope of Work.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information

necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. **Submittals and Substitutions.** No substitutions shall be made to any materials, process, article, equipment or item, unless approved, in advance and in writing, by the District.
28. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
29. **Covenant against Contingent Fees.** The Contractor warrants that no person or selling agency was or has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the District shall have the right to, at its sole discretion:
- 29.1. Terminate this Agreement for cause; and/or
 - 29.2. Deduct or otherwise recover from the Agreement price the full amount of the commission, percentage, brokerage, or contingent fee Contractor paid.
30. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **Permits, Fees, and Inspections.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
32. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds and Sites, particularly when children are present.
33. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
34. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in

the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

35. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor performing of any portion of the Services.
36. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
37. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 37.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 37.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
38. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
39. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
40. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Oakland Unified School District
Information Technology Services
1000 Broadway, Suite 300
Oakland, CA 94607
ATTN: Colleen Calvano

Contractor

ATTN:

Any notice personally given or sent by electronically shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as

documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

41. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
42. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
43. **Day(s).** Unless otherwise designated, day(s) means calendar day(s).
44. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
45. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
46. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President, Board of Education

Date 4/12/17



Devon Dillon, Interim Superintendent and Secretary, Board of Education

Date 4/12/17

[CONTRACTOR]

Digital Design Communications



By:

Date 3/24/17

Victor Zamora

Its: President

APPROVED AS TO FORM:



Marion McWilliams, OUSD General Counsel

Date 3/29/17

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

File ID Number: 17-0622
Introduction Date: 4-12-17
Enactment Number: 17-0433
Enactment Date: 4-12-17
Bv:

Information regarding Contractor:

Contractor:

License No.:

Address:

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State:
- Limited Liability Company
- Other:

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked:

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date:

District Representative's Name and Title:

Signature:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

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

_____ Surveillance of Employees by District personnel.

[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]

Date:

District Representative's Name and Title:

Signature:

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a

representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Oakland Unified School District** ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of

Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention:

Telephone No.: () -

Fax No.: () -

E-mail Address:

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the day of , 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

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

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Oakland Unified School District** (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

(Project Name)

("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, materialmen, and other persons referred to in said statutes in the penal sum of:

DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract

Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

Attachment "1"
Scope of Services

1. General

- 1.1. Contractor certifies that it has the certification/specialization level required by the Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.
- 1.2. Contractor warrants that the all products, equipment, and cabling are new, in their original box. The Contractor shall confirm that products, equipment, and cabling are from the Manufacturer, in accordance with all applicable laws and policies at the time of purchase.
- 1.3. Contractor shall provide District with a copy of the End User license agreement, and Contractor warrants that all Manufacturer software is licensed originally to District as the original licensee authorized to use the Manufacturer Software.
- 1.4. Manufacturer certified technician to configure all installed equipment to OUSD specifications.

2. LAN Hardware

2.1. General

- 2.1.1. Provide a hardware upgrade, by providing network hardware equipment, installation, and performing configurations necessary to support network connectivity in every wiring closet (MDF and IDF) at district PK-12 schools.
- 2.1.2. Warranty. One (1)-year warranty and equipment replacement required.

2.2. **High-Level Work Plan**

2.2.1. Schedule:

- Phase 1 includes sites in **Attachment 2**, Project Site List, July 10, 2017;
 - Phase 2 includes sites in group two in **Attachment 2**, Project Site List, by August 10, 2017;
 - Phase 3 includes entire Project completion by August 30, 2017.*
- *Proposed schedule dependent upon Erate funding and may change.

2.2.2. Contractor shall remove identified existing switches, UPS's, and patch cables and document as specified by District.

2.2.3. Contractor shall configure, install, test, certify, and document all new

switches, UPS, SFPs, and line conditioners at all Sites as specified by District.

2.2.4. Contractor shall patch new switches to existing patch panel with new, properly sized and colored manufactured CAT 6a patch cables in a professional manner as specified by District.

2.2.5. Contractor shall provide as-built diagrams for each IDF/MDF for sign off and include labeling on diagram and devices.

2.3. **Data Center installation.** Contractor shall do the following:

2.3.1. Deliver and mount two (2) Hub Routers the District's data centers as designated in Attachment B, no configuration or cabling.

2.4. **MDF equipment installation.** Contractor shall do the following:

2.4.1. Install twelve (12) MetroEthernet Access switches and associated equipment as designated in Attachment B.

2.4.2. Replace all cable management and patch cables, which connect to patch panels.

2.4.3. Patch cables must be Category 6a rated with easy to disconnect snagless connectors. Tripp-lite N201 series or equivalent.

2.4.4. Use fiber patch cables between fiber connections.

2.4.5. Use patch cable color as specified by OUSD.

2.4.6. Document and diagram switch installation.

2.4.7. Obtain installation approval and configuration by OUSD Technology Department.

2.5. **IDF equipment installation.** Contractor shall do the following:

2.5.1. Install two hundred forty-four (244) 48 port, PoE switches, two (2) SFPs, and one (1) line conditioner in designated IDFs in existing rack. Line conditioners exist in most IDFs, installation sites designated in Attachment B.

2.5.2. Replace all cable management and patch cables, which connect to patch panels in designated cabinets which have not been previously upgraded.

2.5.3. Patch cables must be Category 6a rated with easy to disconnect snagless connectors. Panduit series or equivalent.

2.5.4. Use fiber patch cables between fiber connections.

2.5.5. Use patch cable color as specified by District.

2.5.6. Remove existing UPS as designated and return to District Technology Department.

- 2.5.7. Document and diagram switch installation.
- 2.5.8. Obtain installation approval and configuration by District Technology Department.

2.6. Technical Specifications

- 2.6.1. **General.** Contractor shall install MetroEthernet Access Switches, 48port PoE switches, specified UPS, and line conditioners in identified network closets (MDF and IDF).
- 2.6.2. The District Requires **twelve (12) Metro Ethernet Access Switches - Cisco ME 3600X-24FS** (fiber) model: ME-3600X-24FS-M, with 24 Gigabit Ethernet SFP ports and two 10 Gigabit Ethernet SFP+ ports (or equivalent) with 10GE Upgrade License and associated 1 year of 8X5X Next Business Day Replacement on the 10G (or equivalent) with the following features:
 - **Ethernet Services**
 - Ethernet Virtual Connections (EVCs) for:
 - QinQ
 - Selective QinQ
 - Inner and outer VLAN classification
 - EVC Push and Pop rewrite
 - EVC local Connect
 - Layer 2 Protocol Tunneling (L2PT)
 - Hierarchical VPLS (H-VPLS), Virtual Private LAN Services (VPLS), VPLS Border Gateway Protocol [BGP] Signaling
 - Virtual Private Wire Service (VPWS), Ethernet over MPLS (EoMPLS), pseudowire redundancy
 - VPLS over remote Loop Free Alternate (LFA)
 - Ethernet Data Plane loopback (Terminal and Facility)
 - IEEE 802.1ad Provider Bridge
 - **Layer 3 Services**
 - Layer 3 Routing
 - IPv4 Routing (Border Gateway Protocol [BGP], Intermediate System-to-Intermediate System [IS-IS], and Open Shortest Path First [OSPF]), Hot Standby Router Protocol (HSRP), Virtual Router Redundancy Protocol (VRRP)
 - IPv6 Unicast Routing (Border Gateway Protocol [BGP], Intermediate System-to-Intermediate System [IS-IS], and Open Shortest Path First [OSPF])
 - IPv6 Provider Edge (6PE)
 - IPv6 VPN over MPLS (6VPE)
 - MPLS
 - Label Distribution Protocol (LDP), Targeted LDP (T-LDP), Resource Reservation Protocol (RSVP), Differentiated Services (DiffServ)-aware traffic engineering, MPLS L3VPN
 - MPLS Traffic Engineering (including TE-FRR)
 - MPLS TE on Bundle interfaces (Port Channels)

- Carrier Supporting Carrier (CsC) with BGP as CE-PE routing protocol
 - BGP with label distribution (RFC3107)
 - Border Gateway Protocol Prefix-Independent Convergence (BGP PIC) Edge for IP and MPLS
 - Routed Pseudowire
 - Integrated Routing and Bridging (IRB)
 - Policy Based Routing (PBR)
 - EIGRP
- **QoS**
 - Up to 4000 egress queues per system
 - Class-Based Weighted Fair Queuing (CBWFQ)
 - Priority Queuing
 - 2-rate 3-color (2R3C) ingress Policing, Egress Policing (1R2C) for LLQ
 - Egress shaping per port and per queue
 - Modular QoS CLI (MQC)
 - 3-level H-QoS
 - Classification based on Ethernet Flow Point (EFP)
 - Copy inner to outer CoS
 - IPV6 QoS
- **Security**
 - Authentication, authorization and accounting (AAA); TACACS+; Secure Shell (SSH) Protocol
 - Layer 2 ACLs
 - Layer 3 ACLs for IPv4 and IPv6
 - ACL on switchport, EVC and routed interfaces
 - DHCP Snooping with option 82
 - Dynamic Arp Inspection (DAI)
 - 802.1x Authenticator
- **Availability**
 - Resilient Ethernet Protocol (REP)
 - ITU-T G.8032 Ethernet Ring Protection Switching
 - IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
 - IEEE 802.1s Multiple Spanning Tree Protocol (MST)
 - Per-VLAN Rapid Spanning Tree (PVRST+)
 - MPLS TE Fast Reroute (FRR)
 - Flexlink
 - BFD for Static, ISIS, OSPF, BGP
 - BFD over Switched Virtual Interface (SVI)
- **Operations, Administration, and Maintenance (OAM)**
 - CFM (802.1ag)
 - Link OAM (802.3ah)
 - MPLS OAM
 - E-LMI (CE and PE)
 - Policy Based Routing (PBR)
- Includes one (1) year of 8X5XNext Business Day Replacement, meaning if District calls in to vendor and vendor determines there is a hardware failure, District will have a replacement the next day as long as the call was made during 8-5pm.

2.6.3. The District Requires **two hundred forty-four (244) 48 port Power**

over Ethernet (PoE) switches with 2 10Gb -Catalyst 2960-X 48 GigE PoE 740W 2 x 10G SFP+ LAN Base Switches model: WS-C2960X-48FPD-L with stacking module and cable (or equivalent) with the following features:

- Stackable data: minimum 8
- Stackable bandwidth: minimum 80 Gbs
- Memory/Flash: 512MB/128MB
- 2x10G Uplink with built in SPF
- PoE/PoE+ 740W minimum
- IPv6 ready
- Flexible 802.1x authentication
- Cross-stack QoS

2.6.4. The District Requires **Sixty-two (62) WS-C3850-12X48U-S switches** (or equivalent)

- Stackable for network and power
- 48 UPOE ports
- 12 Multi-Gigabit Ethernet Ports
- 36 Gigabit Ethernet Ports
- 1100 W power supply with 800 W available for POE

2.6.5. The District Requires **Five (5) Cisco WS-C3850-48XS-F-E fiber switches** (or equivalent)

- 48 1GB/10GB SFP+ interfaces
- IP Services License
- EIGRP, OSPF, IPv6 support
- Multi-VRF

2.6.6. The District requires **two (2) Cisco ASR-9001** routers for identified data centers (or equivalent) with the following features:

- ASR 9001
- 4x10GE Ethernet ports
- Non-Blocking 120GB throughput
- Two (2) 750W AC Power Supplies for ASR-9001
- Advanced & Multicast Video License
- 1 year SMARTnet (24x7x365 support)
- AIP License
- Cisco IOS XR IP/MPLS Core Software 3DES
- Four (4) 10GBASE-SR SFP Modules
- EIGRP, BGP, IPv6, NAT64, OSPFv2, OSPFv3, BFD
- Multi-VRF
- Video IP Multicast

2.6.7. The District requires **thirteen (13) UPS with network cards** for identified IDFs - APC SMART-UPS RT 3000VA RM 120V Network Card with LCD 100-127V, (or equivalent) with the following features:

- Output power capacity 2.1 KWatts / 3.0 kVA
- Max Configurable Power 2.1 KWatts / 3.0 kVA
- Nominal Output Voltage 120V
- Output Voltage Distortion Less than 3%
- Output Frequency (sync to mains) 50/60Hz +/- 3 Hz
- Nominal Input Voltage 120V
- Input Frequency 50/60 Hz +/- 3 Hz (auto sensing)
- Input Connection NEMA L5-30P

2.6.8. The District requires **five (5) UPS with network cards** for identified MDFs - APC Smart-UPS SRT 2200VA RM 120V Network Card with LCD 100-127V, (or equivalent) with the following features:

- Output Power Capacity 1.8 KWatts / 2.2 kVA
- Max Configurable Power 1.8 KWatts / 2.2 kVA
- Nominal Output Voltage 120V
- Output Voltage Distortion Less than 2%
- Output Frequency (sync to mains) 50/60Hz +/- 3 Hz
- Nominal Input Voltage 120V
- Input Frequency 50/60 Hz +/- 3 Hz (auto sensing)
- Input Connection NEMA 5-20P

2.6.9. The District requires one hundred twenty-four (124) line conditioners for each MDF and IDF - Tripp Lite ISOBAR12ULTRA with protected switch and 12 outlets (or equivalent) with the following features:

- 12 outlets (2 front, 10 rear)
- Extra-long 15-ft cord
- 3840 joule rating—more joules mean more protection!
- All-metal housing with diagnostic LEDs
- Isolated filter banks remove damaging line noise
- Switch safety cover prevents accidental shutoff

2.6.10. The District requires **eight (8) SFP-10G-LRM= SFPs and seven hundred twelve (712) 1G SPFs**

- 10G SFPs as 10GBASE-LRM SFP Module manufactured by switch vendor (or equivalent).
- 1G SPFs as 1000Base-SX SFP transceiver module MMF 850nm DOM manufactured by switch vendor (or equivalent).

2.6.11. **Installation.**

- Contractor shall install one Metro Ethernet Access switch per MDF as specified for total of 12.
- Contractor shall install one UPS with network card per MDF as needed.
- Contractor shall install 48 port PoE switches in designated MDF/IDF as specified.
- Contractor shall install SFPs in MDF and IDF as needed.
- Contractor shall install line conditioners, one in each MDF and IDF as needed.
- Contractor shall remove UPS from each IDF as needed and return to OUSD Technology Department.

2.6.12. **Invasive Work and Work Schedules** - Invasive work (i.e., core and/or hammer drilling or work that is noisy, dusty, etc.) shall be conducted during off-business hours. Other work shall be coordinated with the OUSD Facilities Project Manager (e.g., to pull cables during off-hours), and these arrangements shall be determined by mutual agreement.

2.6.13. **Testing**

- Contractor shall install equipment to comply with District testing.
- **Testing and Reporting of Test Results.** Each Data drop installed shall be tested using a calibrated Fluke Series 4000 Tester or higher version in accordance with the latest EIA/TIA 568 standards, and the results recorded on a separate CD/DVD or electronically delivered for each building and provided to the District IT department contacts.
- The designated District IT department contact shall be notified prior to any testing so that the representative or designate may be present during the testing. If the circuit testing is conducted in the absence of the OUSD representative or designate, then District may request a retest with the District representative present at the tester's expense.

2.6.14. **As-Builts and Labeling**

- Upon completion of termination and testing, as-built documentation and diagrams of all MDF/IDF installations and shall be provided within seven work days for each major phase of work. The as-built drawings shall be provided in electronic format as well as hard copy format.
- **Labeling** - Each switch installed shall be labeled per the OUSD labeling scheme.

Attachment "2"
List of Project School Sites

Oakland, CA

#	Site Name	Address
1	ALLENDALE	3670 Penniman Avenue
2	BELLAVISTA	1025 East 28th Street
3	BELLAVISTACDC	2410 10th Avenue
4	BRETHARTE	3700 Coolidge Avenue
5	BRIDGES	1325 53rd Avenue
6	BROOKFIELD	401 Jones Avenue
7	BUNCHE	1240 18th Street
8	BURBANK	3550 64th Avenue
9	CALVINSIMMONS	2101 35th Avenue
10	CARLMUNCK	11900 Campus Drive
11	CASTLEMONT	8601 MacArthur Boulevard
12	CESARCHAVEZ	2825 International Boulevard
13	CHABOT	6686 Chabot Road
14	CLAREMONT	5750 College Avenue
15	CLEVELAND	745 Cleveland Street
16	COMMUNITY	4917 Mountain Boulevard
17	CROCKER	525 Midcrest Road
18	ELMHURST	1800 98th Avenue
19	EMERSON	4801 Lawton Avenue
20	FASHION	5263 Broadway Ter.
21	FRANKLIN	915 Foothill Boulevard
22	FREMONT	4610 Foothill Boulevard
23	FRICK	2845 64th Avenue
24	FRUITVALE	3200 Boston Avenue
25	GARFIELD	1640 22nd Avenue
26	GLENVIEW (SANTAFE)	915 54th Street
27	GRASSVALLEY	4720 Dunkirk Avenue
28	GREENLEAF	6328 East 17th Street
29	HAVENSCOURT	1390 66th Avenue
30	HIGHLAND	8521 A Street
31	HIGHLANDCDC	1322 86th Avenue
32	HILLSIDE	2369 84th AVE
33	HOOVER	890 Brockhurst Street
34	HORACEMANN	5222 Ygnacio Avenue
35	HOWARD	8755 Fontaine Street
36	INTERNATIONAL	4521 Webster Street
37	JEFFERSON	2035 40th Avenue
38	JEFFERSONCDC	1975 40th Avenue
39	KAISER	25 South Hill Court
40	KINGESTATES	8251 Fontaine Street
41	LAESCUELITA	1050 Second Ave
42	LAUREL	3750 Brown Avenue
43	LAURELCDC	3825 California Street
44	LINCOLN	225 11th Street
45	LOCKWOOD	6701 International Boulevard

46 LOCKWOOD	6701 International Boulevard
47 LOWELL	1700 Market Street
48 MADISON	400 Capistrano Drive
49 MANZANITA	2409 East 27th Street
50 MANZANITACDC	2618 Grande Vista Avenue
51 MAXWELLPARK	4730 Fleming Avenue
52 MCCLYMONDS	2607 Myrtle Street
53 METWEST	314 East 10th Street
54 MLK	960 Tenth Street
55 MONTCLAIR	1757 Mountain Boulevard
56 MONTERA	5555 Ascot Drive
57 OAKLAND	1023 MacArthur Boulevard
58 PERALTA	460 63rd Street
59 PIEDMONT	4314 Piedmont Avenue
60 PRIDE	8000 Birch Street
61 RAZACDC	2660 East 16th Street
62 REACH	9860 Sunnyside Street
63 ROOSEVELT	1926 19th Avenue
64 SANKOFA	581 61st Street
65 SEQUOIA	3730 Lincoln Avenue
66 SKYLINE	12250 Skyline Boulevard
67 SOBRANTE	470 El Paseo Drive
68 STONEHURST	10315 E Street
69 STONEHURSTCDC	901 105th Ave
70 TECH	4351 Broadway
71 THORNHILL	5880 Thornhill Drive
72 TUBMANCDC	800 33rd Street
73 URBANPROMISE	3031 East 18th Street
74 WEBSTERCDC	7980 Plymouth Street
75 WESTLAKE	2629 Harrison Street
76 WOODLAND	1025 81st Avenue
77 YUKYAU CDC	291 10th Street
78 COLE	1011 Union Street

Attachment 2 - Project Site List/Priority

PHASE 1

Priority

	Site/Campus	School
1	FREMONT	Fremont High
2	MCCLYMONDS	McClymonds High
3	CASTLEMONT	Castlemont High
4	OAKLAND	Oakland High
5	TECH	Oakland Technical High
6	FASHION	Arts and Fashion Academy
7	SKYLINE	Skyline High
8	GLENVIEW (SANTAFE)	Glenview Elementary
9	FRANKLIN	Franklin Elementary
10	COMMUNITY	Community Day
11	HAVENSCOURT	Coliseum College Prep Academy
12	HAVENSCOURT	ROOTS International Academy
13	HAVENSCOURT	Coliseum College Prep
14	BUNCHE	Ralph J. Bunche High
15	CalvinSimmons	Life (United for Success) Academy
16	BRIDGES	Bridges State
17	BRIDGES	Bridges Academy at Melrose
18	CLAREMONT	Claremont Middle
19	MONTERA	Montera Middle
20	BURBANK	Burbank Preschool Center
21	LOWELL	West Oakland Middle
22	COLE	Cole DC
23	LA ESCUELITA	La Escuelita DC

PHASE 2

Priority

	Site/Campus	School
1	GREENLEAF	Greenleaf (Whittier) Elementary
2	HOOVER	Hoover Elementary
3	HIGHLAND	New Highland Academy
4	LINCOLN	Lincoln Elementary
5	FRUITVALE	Fruitvale State
6	FRUITVALE	Fruitvale Elementary
7	GARFIELD	Garfield State
8	GARFIELD	Garfield Elementary
9	REACH	Cox (Reach) CDC
10	WOODLAND	ACORN Woodland State
11	WOODLAND	ACORN Woodland Elementary
12	WOODLAND	Encompass Academy
13	ROOSEVELT	Roosevelt Middle
14	REACH	Reach Academy
15	FRICK	Frick Middle
16	INTERNATIONAL	Oakland International High
17	ALLENDALE	Allendale State
18	ALLENDALE	Allendale Elementary

19	PRIDE	East Oakland Pride
20	LaEscuelita	La Escuelita Elementary
21	METWEST	MetWest
22	BellaVista	Bella Vista Elementary
23	BellaVistaCDC	Bella Vista CDC
24	GrassValley	Grass Valley Elementary
25	CHABOT	Chabot Elementary
26	CLEVELAND	Cleveland Elementary
27	CROCKER	Crocker Highlands Elementary
28	KAISER	Kaiser Elementary
28	KingEstates	Rudsdale Continuation
29	THORNHILL	Thornhill Elementary
30	KingEstates	Independent Study Sojourner Truth

PHASE 3
Priority

	Site/Campus	School
1	LOCKWOOD	Futures Elementary (includes Community United)
2	LOCKWOOD	Community United Elementary
3	TubmanCDC	Harriet Tubman CDC
4	MADISON	Madison Park Upper Campus 6-12
5	ELMHURST	Alliance Academy
6	ELMHURST	Elmhurst Community Prep
7	RazaCDC	Centro Infantil de La Raza CDC
8	HighlandCDC	Highland CDC
9	YukYauCDC	Yuk Yau CDC
10	CarlMunck	Carl B. Munck Elementary
11	CarlMunck	Hintil Kuu Ca
12	LaurelCDC	Laurel CDC
13	ManzanitaCDC	Manzanita CDC
14	StonehurstCDC	Stonehurst CDC
15	WESTLAKE	Westlake Middle
16	SANKOFA	Sankofa Academy
17	SANKOFA	Sankofa State CDC
18	BROOKFIELD	Brookfield Elementary
19	BROOKFIELD	Brookfield State
20	BretHarte	Bret Harte Middle
21	CesarChavez	International Community Elementary
22	CesarChavez	Think College Now
23	JEFFERSON	Global Family
24	LAUREL	Laurel Elementary
25	MaxwellPark	Melrose Leadership Academy
26	MLK	Martin Luther King, Jr. Elementary
27	MLK	Martin Luther King, Jr. State
28	MONTCLAIR	Montclair Elementary
29	PIEDMONT	Piedmont Avenue Elementary
30	SEQUOIA	Sequoia State
31	SEQUOIA	Sequoia Elementary
32	STONEHURST	Fred T. Korematsu Discovery Academy
33	STONEHURST	Esperanza Elementary
34	HOWARD	Howard State PreK
35	HOWARD	Howard Elementary
36	HOWARD	Howard CDC

37	LOWELL	Lafayette Elementary
38	LOCKWOOD	Lockwood State (CUES)
39	HoraceMann	Horace Mann Elementary
40	JeffersonCDC	Jefferson CDC
41	HIGHLAND	RISE Community School
42	PERALTA	Peralta Elementary
43	UrbanPromise	Urban Promise Academy
44	PRIDE	East Oakland Pride
45	EMERSON	Emerson CDC
46	MANZANITA	Manzanita Community
47	SOBRANTE	Madison Park Academy Lower Campus TK-5
48	WebsterCDC	Webster Academy CDC

ATTACHMENT 2 CONTINUED**SITE COUNTS- IDF/MDF REPLACE/ADD/REBUILD**

SITE	REPLACE STACK²	ADD STACK³	REBUILD¹
ALLENDALE-IDF	2	1	0
ALLENDALE-MDF	0	1	1
BellaVistaCDC-IDF	1	0	1
BellaVistaCDC-MDF	1	0	1
BretHarte-IDF	1	0	1
BRIDGES-IDF	4	0	0
BROOKFIELD-IDF	1	0	1
BUNCHE-IDF	4	0	4
BURBANK-IDF	2	0	2
CalvinSimmons-IDF	1	6	3
CalvinSimmons-MDF	0	1	0
CarlMunck-IDF	1	0	1
CASTLEMONT-IDF	9	0	9
CASTLEMONT-MDF	0	1	1
CesarChavez-IDF	1	0	1
CHABOT-IDF	2	0	2
CLAREMONT-IDF	4	0	2
CLEVELAND-IDF	1	0	1
CLEVELAND-MDF	1	0	1
COMMUNITY-IDF	5	0	0
CROCKER-IDF	2	0	0
ELMHURST-IDF	0	2	2
ELMHURST-MDF	0	1	0
FASHION-IDF	5	0	5

FASHION-MDF	1	0	1
FRANKLIN-IDF	5	0	0
FREMONT-IDF	20	0	19
FREMONT-MDF	1	0	1
FRICK-IDF	2	1	1
FRICK-MDF	0	1	0
FRUITVALE-IDF	3	0	0
GARFIELD-IDF	3	0	0
GLENVIEW-IDF	4	0	4
GLENVIEW-MDF	1	0	1
GrassValley-IDF	2	0	2
GREENLEAF-IDF	3	0	1
HAVENSCOURT-IDF	4	1	4
HAVENSCOURT-MDF	0	1	0
HighlandCDC-MDF	1	0	1
HIGHLAND-IDF	3	0	0
HILLSIDE-IDF	4	0	4
HILLSIDE-MDF	1	0	1
HOOVER-IDF	3	0	0
HOOVER-MDF	0	1	0
HoraceMann-IDF	0	1	1
HOWARD-IDF	1	0	1
INTERNATIONAL-IDF	0	5	4
INTERNATIONAL-MDF	0	1	1
JeffersonCDC-MDF	1	0	1
JEFFERSON-IDF	1	0	1
KAISER-IDF	2	0	0
KingEstates-IDF	2	0	0

LaEscuelita-IDF	2	0	2
LaurelCDC-MDF	1	0	0
LAUREL-IDF	1	0	0
LINCOLN-IDF	3	0	0
LOCKWOOD-IDF	0	4	4
LOCKWOOD-MDF	0	1	1
LOWELL-IDF	2	3	3
MADISON-IDF	1	1	2
ManzanitaCDC-MDF	1	0	1
MaxwellPark-IDF	1	0	0
MCCLYMONDS-IDF	9	0	7
METWEST-IDF	2	0	2
MLK-IDF	1	0	1
MONTCLAIR-IDF	1	0	1
MONTERA-IDF	4	0	4
OAKLAND-IDF	4	0	2
OAKLAND-MDF	0	1	0
PERALTA-IDF	0	1	0
PIEDMONT-IDF	1	0	0
PRIDE-IDF	2	0	0
RazaCDC-MDF	1	0	1
REACH-IDF	2	0	0
REACH-MDF	1	0	0
ROOSEVELT-IDF	0	6	0
ROOSEVELT-MDF	0	1	0
SANKOFA-IDF	1	0	1
SEQUOIA-IDF	1	0	0
SKYLINE-IDF	6	0	0

SKYLINE-MDF	0	1	0
StonehurstCDC-MDF	1	0	1
STONEHURST-IDF	1	0	0
TECH-IDF	5	1	0
TECH-MDF	0	1	0
THORNHILL-IDF	1	0	1
THORNHILL-MDF	1	0	1
TubmanCDC-MDF	1	0	1
UrbanPromise-MDF	0	1	0
WESTLAKE-IDF	1	0	1
WOODLAND-IDF	3	0	3
YukYauCDC-MDF	1	0	1
TOTALS	179	47	129

NOTE:

¹**For each rebuilt IDF:** demo all copper, electrical and fiber patch cables, switches. Add Line Conditioner and SFPs.

For a non-rebuilt IDF: remove old switches and PoE injector. Reuse patch cables.

For all IDFs:

Remove all Tripp-Lite & MinuteMan UPS' (do not remove APC)

Document before and after pictures of each IDF/MDF

OUSD has a mixture of Multimode (OM1-OM4) and Singlemode. Use the correct fiber patch cables.

²Replace stack means new fiber patch cables and two new SFPs on each side.

³For 2960X stacks, add stack network cabling and interface module.

For 3850 stacks, add stack power and stack network cabling.

ATTACHMENT "3" TO RFQP

Local Business Participation Worksheet

PRIME:
Project:
Project #:
Estimate \$

Date:
Time:
Project Mgr:
Architect:

Based Bid		\$.
Verified Local Business Participation	2%	\$.
Based Bid W/LBP Discount		\$.

	LBE	SLB	SLBR	COMMENTS:
Company:				1
Address:				2
City/State:				3
Phone:				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone:(510)				4
TOTAL PARTICIPATION	0.0%	0.00%	0.0%	0.0%

APPROVAL- LBU Compliance Officer

ATTACHMENT "4" TO RFQP
Acknowledgment of Addenda

ACKNOWLEDGMENT OF ADDENDA

In submitting this proposal, the undersigned Firm acknowledges receipt of all Addenda issued by or on behalf of the Oakland Unified School District, as set forth below. The Firm confirms that its Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial only one of the following:

_____ Addenda Numbers ___; ___; ___; ___; ___; ___: were received, acknowledged and incorporated into this Proposal.

OR

_____ **No Addenda Issued**

By:
Authorized Officer or Agent
Title

By:
Authorized Officer or Agent
Title

**UNIFIED SCHOOL DISTRICT
Information Technology Services
1000 Broadway, Suite 300
Oakland, CA 94607**

ERATE 20

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR
TECHNOLOGY EQUIPMENT AND/OR SERVICES
No. 16-17/10
ADDENDUM 1**

Below are answers to questions received by March 13, 2017 in response to RFQP 16-17/10:

March 7, 2017

Question 1:

I noticed on page 4 of the recently released OUSD Erate 20 RFP (<http://www.ousd.org/cms/lib07/CA01001176/Centricity/domain/106/rfp/RFQPandICA-LANEquip-ErateFY20.pdf>) shows 12 ME3600X-24FS-M switches however the ME3600X-24FS-M will go end of sale on 10/15/2017. As shown on the EoS/EoL notice the replacement product is the ASR-920-24SZ-M. Do you want us to quote the ME3600X-24FS-M or replace it with the ASR-920-24SZ-M?

Q1 Answer

Thank you for the information that the router we selected has been designated End of Life. Please replace these 12 units of Cisco ME3600X-24FS-M with the updated model of Cisco ASR-920-24SZ-M with all ports licensed.

Question 2:

The APC Smart-UPS RT 3000VA Rack Tower 208V has been discontinued. Can you provide a replacement part number?

Q2 Answer

Replace the APC Smart-UPS RT 3000VA unit with the APC Smart-UPS X 3000VA Rack/Tower LCD 100-127V, product number SMX3000LVNC.

Question 3:

On Page 4 section 2.2.5. two (2) different model of the APC UPS was mentioned. Is it the district intention to purchase five (5) of each.

Reference from Page 4 § 2.2.5:

Five (5) APC Smart-UPS SRT 2200VA RM with network card LCD 100-127V, with APC Smart-UPS 1000VA LCD RM 2U 120V and network card (or equivalent);

Q3 Answer

The reference to the APC Smart-UPS 1000VA UPS units is an error on our part, please disregard it. We are seeking only the 5 APC Smart-UPS SRT 2200VA RM units.

Question 4:

Clarify - For each rebuild IDF, demo all copper, electrical and fiber patch: **Section 2.2.11.1.** Does that mean supply new patch copper/fiber cables?

Q4 Answer

We duplicated items in this section by mistake. See Section 2.2.11.3 and also the Note on Page 51. Yes, this does mean supplying all new patch cables, both copper and fiber as these areas need to be rebuilt due to their age.

Question 5:

In Section 2.5.2. The District call for:

Replace all cable management and patch cables, which connect to patch panels in designated cabinets which have not been previously upgraded. –

- a) Can you supply the numbers of IDF/Switch Count, that has not been previously upgraded?
- b) What part of cable management is to be replaced: Horizontal or Vertical or Both? Please confirm.

Q5 Answers

- a) **The switch count that has not been previously upgraded is included entirely in this RFQP. All IDFs that have not been previously upgraded are also**

included in this RFQP. The number of switches for these IDFs are listed in Section 2, Description of Services on page 4. The count of rebuilt IDFs, stacks that require a switch and IDFs that need the switches to be replaced is on pages 48-51 of the RFQP.

- b) Neither horizontal nor vertical cabling will be replaced. We are seeking only patch cords (fiber and copper) that connect equipment within each IDF or MDF closet indicated. For every 48 port switch, assume 48 copper patch cables. Also, assume that you will need one fiber patch cable for each SFP.

Question 6:

Can you identify schools with Single mode Fiber?

Q6 Answer

All schools have multi-mode fiber except for 3 IDF closets at McClymonds and 1 closet at Santa Fe.

Question 7:

Additional Stack Cables will be required for connectivity when the stack members reaches 5 or more or when there are cable managers in between the switches. Can the District provide the switch count per MDF/IDF?

Q7 Answer

There are 47 IDFs where we are adding a switch to an existing stack. We do not currently know how many switches are in each stack at this time, but cables will be needed to add the new switches to each stack.

ADDENDUM 2

Question 8:

What are the district's labeling standards?

Q8 Answer

The OUSD MDF/IDF Labeling standard is as follows:

1. Ethernet patch cable colors.
 - a. Blue to general wired port
 - b. Orange for APs
 - c. Green for security cameras
2. Each fiber patch cord needs to be labeled using a laminated or shrink wrapped tube around the fiber patch cable.
3. Color of label tape for IDF/MDF and switches will be specified by OUSD. We will use the same color for all IDF/MDFs for this project. This helps us identify *when* a label was installed.
4. Each MDF/IDF has a label located on the top of rack and outside the cabinet, if cabinet or rack has a door. Our approach is to label the IDF by location, so an IDF in room 222 at McClymonds should be labeled "222.MCCLYMONDS". OUSD will specify the label name and is case sensitive.
5. Each switch in a stack will have a label attached showing the IP address and name. This will be specified by OUSD.
6. Each switch will also be labeled with "Erate FY20" and the installation date.

Question 9

In addendum Question 1, you changed to a Cisco ASR-920-24SZ-M. What software licensing do you require?

Q9 Answer

The ASR-920-24SZ-M needs a "Metro IP Access License" to work on our network. This is a step up from the base license.

Question 10

What are your specifications for the two ASR-9001 hub routers listed in item 2.2.9?

Q10 Answer:

The ASR-9001 should be replaced with (2) ASR-1002-HX with the following specifications: (6) 10gb modules (3 installed in each router), Cisco ASR-1000 Advanced Enterprise Services License, 16MB DRAM, ASR-1000-HX Built-In 10GE 2-port License.

**UNIFIED SCHOOL DISTRICT
Information Technology Services
1000 Broadway, Suite 300
Oakland, CA 94607**

ERATE 20

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR
TECHNOLOGY EQUIPMENT AND/OR SERVICES
No. 16-17/10
ADDENDUM 3**

Below are photos from the optional site walk, final answers and corrected errors to questions received by March 13, 2017 at 4pm in response to RFQP 16-17/10:

An error was discovered in our answer to Question 9 in Addendum 2. The word "Advanced" was left out of our answer.

Revised Answers:

Question 9

In addendum Question 1, you changed to a Cisco ASR-920-24SZ-M. What software licensing do you require?

Q9 Revised Answer

The ASR-920-24SZ-M needs a "**Advanced** Metro IP Access License" to work on our network. This is a step up from the base license.

New Questions:

Question 11:

Which 10G SFP module type is required for the ASR-1002-HX.

Q11 Answer

SFP-10G-SR (10GBASE-SR SFP Module)

Question 12:

Is this statement accurate: OUSD IT will provide the switch templates (plus specific switch details) and the vendor will configure the switches (MDF and IDF).

Q12 Answer

Yes, OUSD will provide switch templates and labeling information for each installed switch.

Question 13:

In the site visit, it was noticed that the patch panels and the switches were in 2 separate racks. Is this true of all the IDFs and MDFs?

Q13 Answer

The majority of our IDFs are either wall mounted cabinets or a single rack. Only larger IDFs and MDFs span several racks.

Question 14:

In the previous question, what is the length of existing patch cables?

Q14 Answer

It depends. When spanning two racks, some of the patch cables travels horizontally from the patch panel on one side to a switch in the other rack. In other dual rack scenarios, the patch cables travel up or down then across. The latter scenario will use longer cables. We prefer designs with shorted patch cables.

If the IDF is to be "rebuilt", then there is an opportunity to position the switches closer to the patch panels. However, make sure there is horizontal cable managers between each switch.

For example, a typical rebuilt IDF will look like *Example 1* (image below).

- **The top row of ports, 1-48 odd, goes to horizontal cable management above the switch.**
- **The bottom row of ports, 1-48 even, goes to horizontal cable management below the switch.**
- **Wider horizontal cable managers are used between the switches to accommodate the extra cabling.**

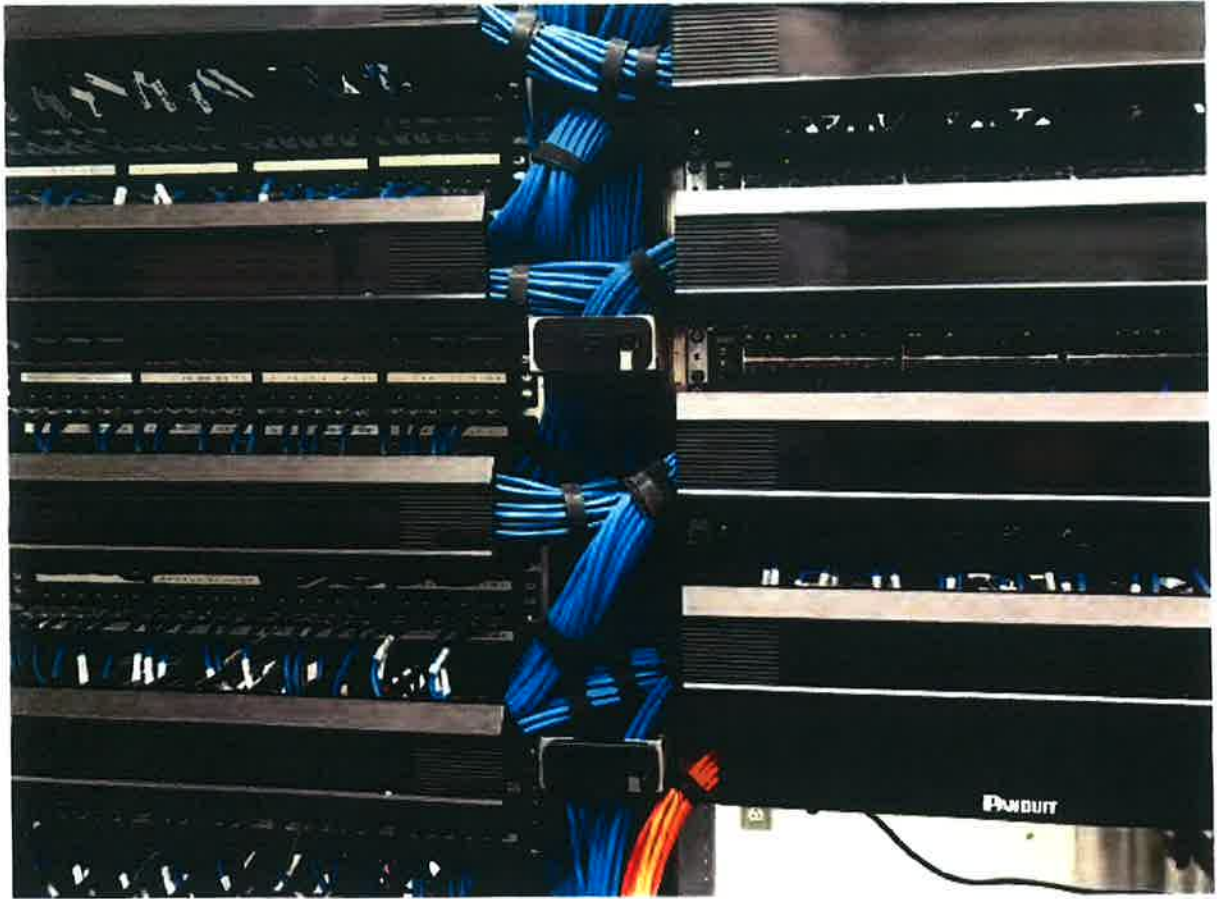
- This is a typical design for most of our IDFs and MDFs where almost all of the patch panels are at the top of rack. In this example, drops were recently added for access points (note orange color). These patch panels were installed nearest the bottom row of the bottom switch, so short patch cables can be used.
- In locations where we've recently replaced all of the ethernet cabling, we've relocated the patch panels in between the switches to allow for shorter patch cables.

Example 1



Below in *Example 2* is an IDF with two racks to use as a reference point.

Example 2



Question 15:

Will there be more than a single WS-C3850-12X48U-S in any closet? If so what would be the distance between them in rack units?

Q15 Answer

Yes, one closet will have three WS-C3850-12X48U-S installed. Five additional closets will have two WS-C3850-12X48U-S installed. We do not know the distance between the switches in rack units at this time, nor whether the closets have more than one rack. We expect the successful bidder to accommodate the need for longer cables in these locations and take this need into account.

Question 16:

Do the WS-C3850-12X48U-S require any 1/10Gig network modules?

Q16 Answer

No, the other stack members have 1/10Gig network modules, so it is not needed on the WS-C3850-12X48U-S.

Question 17:

Just to clarify, we are not replacing any switches in the "rebuild" IDF's, just the patch cables? In the other closets (add and replace columns) we will be re-using the patch cables?

Q17 Answer

In the "rebuild" closets, all switches and cables will be removed. New fiber and copper patch cables will be installed. New switches will be installed and racked with space for cable management between switches to aid in airflow.

Yes, in other closets where you are replacing the columns, you will be re-using the patch cables.

Question 18:

How many switches/ports are present in the IDF's that need to be rebuilt? We have the switch count for non-rebuilt closets but not for the rebuild closets.

Q18 Answer

Around 283 switches and routers are currently present in IDF's which need to be rebuilt. The total port count is approximately 7480. Most of these switches are of a 24 ports configuration. As we will only install 48 ports switches in this project, we will be removing more switches than we are installing.

Question 19:

Is Smartnet support required for the 2960X and 3850 switches?

Q19 Answer

One year of SmartNet support is desired for these switches.

Question 20:

In the ASR-1002HX, how many total 10G ports do you require per device?

Q20 Answer

We require licensing for a total of (5) five 10GB ports per router, hence the need for an additional two port 10GB license.

Question 21:

The part number requested is for IP base. The description they have is for LAN based switch. Do you want LAN BASE or IP BASE switch for the below Part number?

Sixty-two (62) WS-C3850-12X48U-S GigE PoE 740W 2 x 10G SFP+ LAN Base switches, FlexStack Plus Stacking Module and interconnect cables (or equivalent);(or equivalent);

Q21 Answer

We want the IP BASE feature set for the WS-C3850-12X48U-S to match the license on our installed 3850s.

Question 22:

Will the district be providing power for the new UPS batteries? If not what are the requirements?

Q22 Answer

The district is evaluating available power in MDF closets and will be installing any 20 or 30 amp power that is required prior to the implementation of this project.

Q19 Answer

One year of SmartNet support is desired for these switches.

Question 20:

In the ASR-1002HX, how many total 10G ports do you require per device?

Q20 Answer

We require licensing for a total of (5) five 10GB ports per router, hence the need for an additional two port 10GB license.

Question 21:

The part number requested is for IP base. The description they have is for LAN based switch. Do you want LAN BASE or IP BASE switch for the below Part number?

Sixty-two (62) WS-C3850-12X48U-S GigE PoE 740W 2 x 10G SFP+ LAN Base switches, FlexStack Plus Stacking Module and interconnect cables (or equivalent);(or equivalent);

Q21 Answer

We want the IP BASE feature set for the WS-C3850-12X48U-S to match the license on our installed 3850s.

Question 22:

Will the district be providing power for the new UPS batteries? If not what are the requirements?

Q22 Answer

The district is evaluating available power in MDF closets and will be installing any 20 or 30 amp power that is required prior to the implementation of this project.

Question 23:

What length are we providing the Cat 6A patch cables?

Q23 Answer

Depends of the length needed for a particular closet. We want the shortest cable to be used as possible to cut down on the bulkiness.

Question 24:

What is the support you require on the day after the installation?

Q24 Answer

One year installation warranty with 1 business day response time.

Optional Site Walk

Vendors were shown multiple school site IDF's and MDF with examples of excellent installations and poor/aging locations.

Example 3: Nice clean look, cables neat, cable management and patch panels moved (when possible) to allow for switches to be placed between them. This is the standard build that the district has moved to.



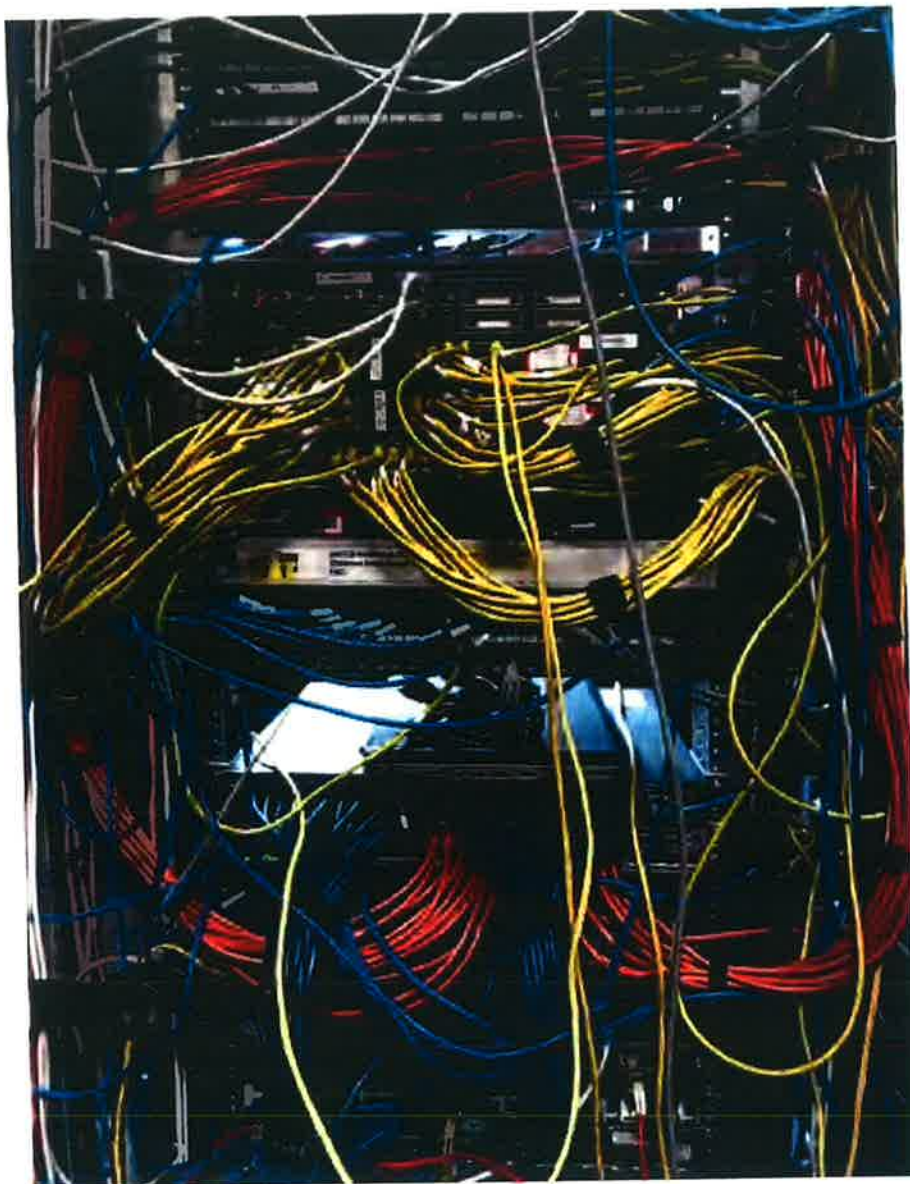
Example 4: Panels labeled, cables are neat, equipment is spaced properly



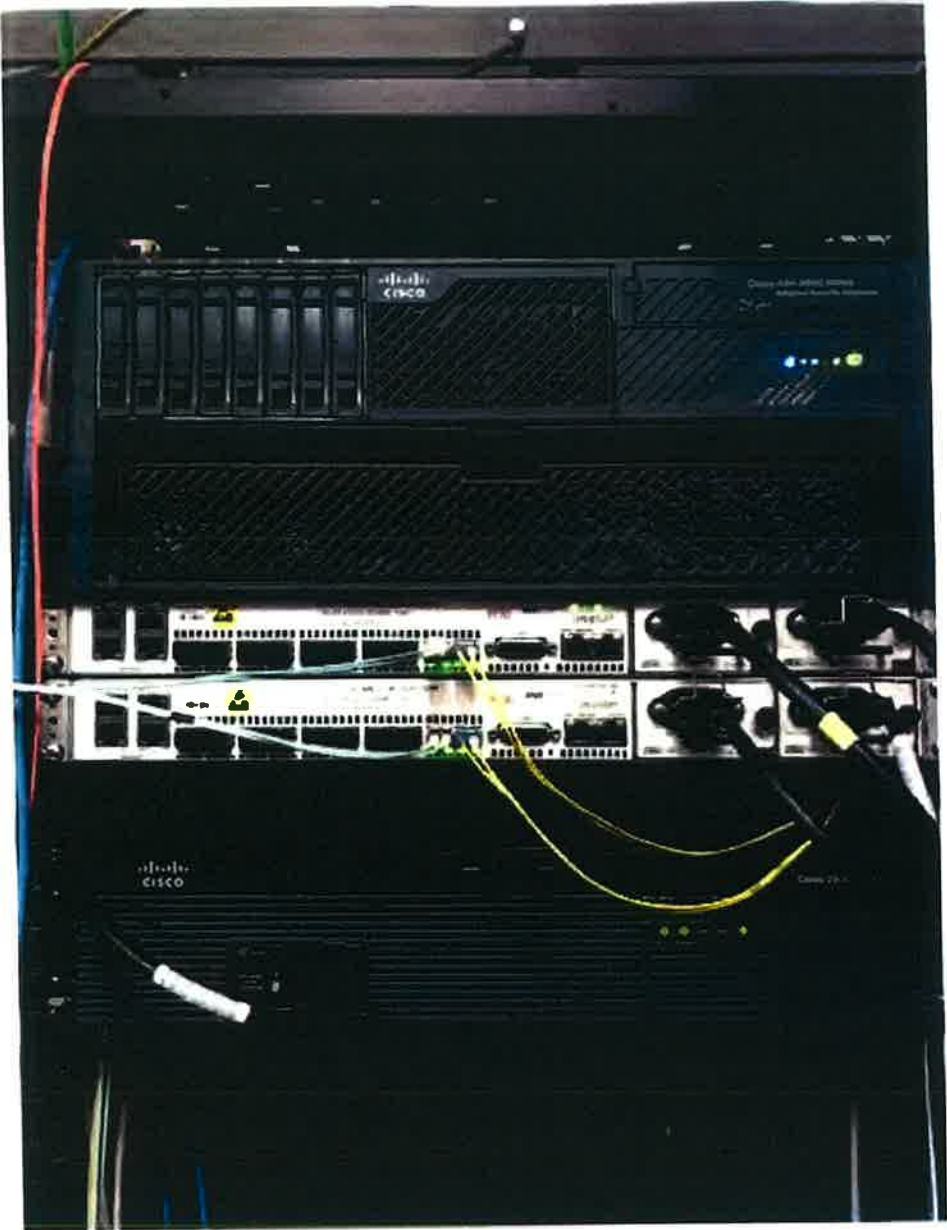
Example 5: Clean up stack - New switches exist with overly long patch cords and no horizontal cable management between them. Switches need to be moved around to facilitate airflow, labeling, cleaner look. Horizontal cable management covers are missing around patchbays. Good in this picture: fiber patch cords are labeled and IDF is labeled, cable colors denote purpose of line.



Example 6: Rebuild: IDF needs to be cleaned up, equipment replaced, cables replaced, cable management added, cables tested and labeled.



Example 7: Data center work is minimal - Only hub routers - Replace, test and cutover.





**Local Business Utilization (LBU)
Policy Sheet**

Policy Established: December 2008, by the Board of Education for the Oakland Unified School District. On January 29, 2014 the Board adopted and approved the Resolution of the Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) **increasing** the mandatory Local Participation Requirement. (For more information about the LBU Policy, please visit <http://www.ousd.org/cms/lib07/CA01001176/Centricity/Domain/95/2014%20amendment%20to%202008%20LSLRBE%20and%20Facilities%20-%20Board%20Policy%20.pdf>)

Policy Goal: To encourage the utilization of local and small local businesses based in Oakland.

Policy Requirement: There is a **fifty percent (50%) LBU participation requirement** on all District Capital Program construction contracts and construction related professional service agreements. The 50% Mandatory Requirement can be met with: 25% (or less) Local Business (LBE) participation and 25% (or more) Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

	LBE Maximum Participation	SLBE/SLRBE Minimum Participation
	25%	25%
Total	0% to 25%	25% to 50%

Bids that do not meet 50% LBU requirements are considered non-responsive, unless otherwise approved by the District. All firms meeting 50% LBU participation with a maximum 25% Local Business Enterprise (LBE) and minimum 25% Small Local Business Enterprise (SLBE) or Small Local Resident Business Enterprise (SLRBE) will be considered responsive and receive a **2% bid discount**.

Additional Bid Discount/Preference Points: In addition to the 2% bid discount for the minimum 50% participation, firms with participation of 60% - 80% will earn additional bid discounts in the following:

- Bidders receive an additional **1% discount** for **60%** LBU participation, if team has a **minimum 35% SLBE/SLRBE** out of the 60% total participation, will receive 3% bid discount.
- Bidders receive an additional **1% discount** for **70%** LBU participation, if team has a **minimum 45% SLBE/SLRBE** out of the 70% total participation, will receive 4% bid discount.
- Bidders receive an additional **1% discount** for **80% or more** LBU participation. If team has a **minimum 20% SLRBE** and **minimum 35% SLBE** out of the 80% LBU participation the team will receive the **maximum 5% discount**.

LBE Maximum Participation	SLBE/SLRBE Minimum Participation	Total LBE/SLBE/SLRBE Participation	Bid Discount / Preference
25%	35%	60%	3%

LBE Maximum Participation	SLBE/SLRBE Minimum Participation	Total LBE/SLBE/SLRBE Participation	Bid Discount / Preference
25%	45%	70%	4%

LBE Maximum Participation	SLBE Minimum Participation	SLRBE Minimum Participation	Total LBE/SLBE/SLRBE Participation	Bid Discount / Preference
25%	35%	20%	80%	5%



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Certification: The District honors local firms certified by the City of Oakland. Firms must be certified prior to bid submittal.

- Proof of certification and resident verification must be submitted no later than 24 hours after bid submittal
- To receive participation credit, all LBU firms **MUST** be certified upon submittal of bid or proposal.
- For list of firms certified with the City of Oakland go to <http://cces.oaklandnet.com> and click on "LBE/VSLBE/SLBE/LPG Search" or www.oaklandnet.com and click "Business/Contracting with the city" or www.ousd.org and click "District Services/Facilities Planning"

Bid Responsiveness: Upon submittal your information will be reviewed and approved for responsiveness and bid discount.

For more information on the OUSD Local Business Utilization Program, please contact:

Shonda Scott, Local Business Compliance

shonda@360tcpr.com

510.760.9244

Local Business Compliance Process

Pre Bid/Proposal

- Advertise Bid/RFP
- Pre-Bid Walk
- Pre-Bid Outreach
- Pre-Proposal Meeting

Review Process

- LBU verification forms are included in Bid/RFP documents for responsiveness
- Responsive bids/proposals receive bid discount or preference points

Note: Teams can only receive a maximum 5% discount/5 preference points

Selection Process

- Discount and LBU information is included as part of the team's selection process

Post Award

- Once the successful team is awarded contract by District, the team's Primes submit monthly LBU Tracking information to the LBU Compliance Team



Non-Responsive

- Firms not meeting the District's required 50% LBU participation are found non-responsive and rejected

Reporting

- LBU Compliance Team initiates monthly reports of project LBU. Information is reported to the Board of Education

Attachment A - Form of Independent Contractor Agreement To Provide
Technology Equipment and/or Services

EXHIBIT "A" TO RFQP
FORM OF
INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES
OAKLAND UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
TO PROVIDE TECHNOLOGY EQUIPMENT AND/OR SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made as of the ____ day of _____ in the year 20__, between the Oakland Unified School District ("District") and Digital Design Communications ("Contractor") (referred to herein individually as "Party" and collectively as "Parties").

WHEREAS, the District is authorized by Section 20118.2 of the Public Contract Code to procurement of computers, software, telecommunications, equipment, microwave equipment, and other related electronic equipment and apparatus; and

WHEREAS, the District is in need of technology equipment and/or services, the procurement of which is allowable pursuant to Section 20118.2 of the Public Contract Code; and

WHEREAS, the Contractor warrants that it can provide and install the needed technology equipment and/or services;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide and install the equipment as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of Services generally consists of the following:
 - 1.1. The Services shall be performed at the following project(s)/site(s) ("Project"):
 - See the List of District Sites, attached hereto as **Exhibit "B"** and incorporated herein by this reference (together "Project Sites" or "Sites" and individually "Site")
 - 1.2. The Contractor's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Contractor's Services at other Sites. The provisions of this Agreement shall apply to the Contractor's Services at each individual Site, without regard to the status of the remaining component(s).
2. **E-Rate Compliance.** Contractor shall be thoroughly familiar with any rules or regulations set forth by the E-Rate Program and shall comply with all applicable E-Rate contracting credentials and requirements for performance of the Services hereunder.

7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
8. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Contractor shall comply with the District's L/SL/SLRBE Policy. A copy of the District's L/SL/SLRBE Policy can be obtained on the District website at www.ousd.org under the Facilities Department drop down menu, Bids and Requests for Proposals. The selected Firm shall, at a minimum, comply with the fifty percent (50%) participation requirement.
9. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trade Council of Alameda County, AFL-CIO. Selected Firm must comply with the PLA for any portion of the Project subject to the PLA.
10. **Designated Representatives.** Contractor shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the coordination or management of other work related to the Project.
11. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
 - 11.1. Not applicable.
12. **Performance of Services.**
 - 12.1. **Notice(s) To Proceed.** Contractor shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project.
 - 12.2. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 12.3. **Meetings.** Contractor and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of Services, installation of equipment, and any other issues deemed relevant to the operation of Contractor's performance of Services.
 - 12.4. **Scheduling of Work.** This Work will have to proceed with a definite sequence of operations to minimize outages and to continue operation of District facilities.
 - 12.5. **Cooperation and Coordination.** Adjacent areas will be in continuous use during

the Project, Contractor shall be solely responsible for instituting and maintaining safe working conditions for the Project. Contractor shall maintain noise, dust, and other nuisance control measures as effectively as possible. Contractor shall cooperate and coordinate with the District and the Project Manager in performing Services in place at a time when the space required by this Work is accessible.

- 12.6. **Inspection.** The Contractor shall cooperate with the District and Project Manager and shall provide assistance at all times for inspection of the Work performed under this Agreement. Work that will be contained behind or under access covers, ground covering, etc. shall be left exposed until inspected by the District. The Contractor shall remove covers, operate devices, or perform any reasonable Work that, in the opinion of the District, will be necessary to determine the quality and adequacy of the Work.
- 12.7. **Manufacturer's' Direction.** Follow manufacturer's' directions where these directions cover points not included on the drawings or in the specifications.
- 12.8. **Workmanship.** Contractor shall take all precautions necessary to protect existing structures. Structures or items to remain that are damaged during the course of this Work shall be repaired or replaced by the Contractor. Good workmanship shall be evident by the installation of all materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent.
- 12.9. **Contractor's Supervision.** The Contractor shall personally, or through an authorized and competent representative, constantly supervise the Work from its beginning to its completion and acceptance. Contractor shall, as reasonably possible, have the same foreman and workers on the Project from its commencement to its completion. District shall be notified of any personnel changes and supplied with the proper documents for any new personnel. All non-District personnel shall be identified either by an ID tag or uniform with a company logo when on any school Site.
- 12.10. **District Approval.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 12.11. **Lead-Based Paint.** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
- 12.12. **Workers.** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed on the Project without written consent from the District.
- 12.13. **Payment Bond and Performance Bond.** The Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District,

a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent (100%) of the Price for Services issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

- 12.14. **Examination of Site(s).** The Contractor shall be held to have visited the Project Sites and been satisfied as to the conditions under which the Work is to be performed. Contractor shall check existing conditions that may affect the Work. Where the Contractor retains services of other firms, those firms shall investigate existing systems and determine labor and other materials required to add devices or modify systems. No allowance shall subsequently be made in Contractor's behalf for any extra expense due to failure or neglect to discover conditions affecting the Work.
- 12.15. **Cleaning and Cleanup.** All Work shall be cleaned to remove all dust, dirt, grease, paint, or other marks. All equipment shall be left in a clean condition inside and out, satisfactory to the District. Contractor shall keep buildings and premises free from accumulated waste materials, rubbish, and debris resulting from performance of Services, and upon completion of the Work, remove tools, appliances, surplus materials, waste materials, rubbish debris, and accessory items used in or resulting from Work and legally disposed of off-Site.
- 12.16. **Interruption of Services.** Power and technology infrastructure services in existing buildings are to remain in operation and shall not be interrupted except by specific written approval by the District. If an "Interruption" is deemed necessary for the Work, the Interruption shall be scheduled with the District which may, at its option, have a representative present. Interruptions shall be scheduled "after hours" or on weekends when Interruptions would cause no disturbance to District functions. Any accidental Interruption as a result of performance of the Work shall, at the Contractor's expense, be restored immediately in a manner acceptable to the District.
13. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
14. **Equipment.** All equipment provided in performance of Contractor's Work must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment shall be acceptable.
15. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
16. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these

books, records, and systems of account during the Term of this Agreement and for ten (10) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three years after final payment under the contract, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

17. **Warranty/Quality.** Unless a longer warranty is included with the installed equipment, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
18. **Anti-Trust Claim.** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
19. **Confidential Records.** To the extent that this Agreement qualifies as a contract (1) to provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records, or (2) to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records for the purposes of AB 1584 (2014), the Parties agree as follows:
 - 19.1. **Ownership.** All pupil records/education records are Confidential Records, and to the extent that Confidential Records are disclosed by the District to Contractor, those Confidential Records shall remain the property of and subject to the control of the District. To the extent that Contractor possesses Confidential Information, it holds the Confidential Information in trust for the benefit of the District and shall comply with all lawful instructions from the District.
 - 19.2. **Pupil Access.** Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content, if applicable, by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of the request.
 - 19.3. **Contractor Personal Use Prohibited.** Contractor and its Personnel shall not use any Confidential Information for any purpose other than those required or

specifically permitted by this Agreement.

- 19.4. **Correction of Information.** A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by submitting a request to Contractor or the District. Upon receipt of a request, the recipient Party shall promptly notify the other Party of the request, and the Parties shall work cooperatively to effectuate the pupil's request. Contractor shall comply with all lawful instructions from the District relating to a request, including without limitation the effectuation of a request.
- 19.5. **Ensuring Confidentiality.** Without limiting or narrowing any obligation to preserve confidentiality found elsewhere in this Agreement or applicable law, Contractor shall, at a minimum, take the following actions to ensure the security and confidentiality of Confidential Information: (1) Contractor shall regularly train its Personnel regarding their security and confidentiality obligations; (2) Contractor shall obligate its Personnel to effectuate and abide by the terms and standards of this Agreement; (3) Contractor shall comply with industry standards regarding information security; and (4) Contractor shall only permit trained and qualified personnel access to Confidential Information.
- 19.6. **Unauthorized Disclosure Notification.** In the event of an unauthorized disclosure of Confidential Information, the Contractor shall notify the District of the breach. Thereafter, District shall notify the affected parent, legal guardian, or eligible pupil in conformance with this Agreement.
- 19.7. **Non-Retention Certification.** Contractor certifies that, in accordance with this Agreement, Confidential Information shall not be retained or available to Contractor or Contractor's Personnel upon the completion of the Contractor's Services for the District for which the disclosure was authorized. This certification may be enforced by any lawful means, including, without limitation, through civil or administrative action.

20. Termination.

- 20.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- 20.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 20.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 20.3.1. material violation of this Agreement by the Contractor; or
- 20.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 20.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; or
- 20.3.4. any other cause authorized by applicable law.

The District shall provide Contractor written notice of its intent to terminate this Agreement for cause. The District's written notice shall notify and provide Contractor with three (3) days to correct or rectify any nonconforming condition under the Agreement or cease any violation of the terms of the Agreement or else, upon the expiration of the three (3) days, this Agreement shall cease and terminate. In the event of a termination under this clause, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the services pursuant to this Agreement, the Contractor and/or its surety shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 20.4. Upon termination, Contractor shall provide the District with all documents produced, maintained, or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

21. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

22. Insurance.

- 22.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 22.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion

of the Services. (Form CG 0001 and CA 0001)

22.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

22.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

22.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

22.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

22.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

22.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers'

Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

22.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

22.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

23. **Disputes.** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the progress of the Work, but will await determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104 et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

23.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.

23.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

23.3. Prior to Contractor's initiation of any litigation or proceeding to recover any money damages under this Agreement, Contractor must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

24. **Ownership of Any Existing Equipment.** Ownership of any equipment and materials presently existing at the Sites at the time of execution of this Agreement shall remain the property of the District even if it is replaced or its operation made unnecessary by Work performed by Contractor pursuant to this Agreement. If applicable, Contractor shall advise District in writing of all equipment and materials that will be replaced at the Sites and District shall, within fourteen (14) days of Contractor's notice, designate in writing to Contractor which replaced equipment and materials that should not be disposed of off-Site by Contractor (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Contractor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Contractor shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.

25. **Incidental Installation Work.**

25.1. The Parties acknowledge that this Agreement shall require incidental labor to

perform the Work. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive contracts.

- 25.2. **Compliance Monitoring and Enforcement by the Department of Industrial Relations.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- 25.3. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Agreement. Contractor represents to the District that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.
- 25.4. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
26. **Change in Scope of Work.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to

substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. **Submittals and Substitutions.** No substitutions shall be made to any materials, process, article, equipment or item, unless approved, in advance and in writing, by the District.
28. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
29. **Covenant against Contingent Fees.** The Contractor warrants that no person or selling agency was or has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the District shall have the right to, at its sole discretion:
 - 29.1. Terminate this Agreement for cause; and/or
 - 29.2. Deduct or otherwise recover from the Agreement price the full amount of the commission, percentage, brokerage, or contingent fee Contractor paid.
30. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **Permits, Fees, and Inspections.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
32. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds and Sites, particularly when children are present.
33. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
34. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

35. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor performing of any portion of the Services.
36. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
37. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 37.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 37.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
38. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
39. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
40. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District
Oakland Unified School District
Information Technology Services
1000 Broadway, Suite 300
Oakland, CA 94607
ATTN: Colleen Calvano

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

Any notice personally given or sent by electronically shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be

effective three (3) days after deposit in the United States mail.

41. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
42. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
43. **Day(s).** Unless otherwise designated, day(s) means calendar day(s).
44. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
45. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
46. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date

Devon Dillon, Interim Superintendent and Secretary, Board of Education

Date

[CONTRACTOR]

Digital Design Communications

By: 

Date 3/24/17

Victor Zamora

Its: President

APPROVED AS TO FORM:


Marion McWilliams, OUSD General Counsel

Date 3/29/17

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion: The District certifies to the best of its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, COUNSEL verifies that it does appear on the Excluded Parties List.

<https://www.sam.gov/portal/public/SAM>

Attachment B - Local Businesses Participation Worksheet



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Digital Design Communications
 Date: Thursday, March 23, 2017
 Time: 4:00 pm
 Project Mgr:
 Architect:

LBU Credit Based on Policy:
50%

Based Bid \$ 2,682,880.00
Verified Local Business Participation 2.0% \$ 53,657.60
Based Bid W/ LBP Discount \$ 2,629,222.40

This firm meets the minimum 50% LBU requirement and receives 2% bid discount toward its based bid

Company	LBE	SLB	SLBR	COMMENTS:
Company: Digital Design Communications Address: 8135 Capwell Drive City/State: Oakland, CA 94621 Phone: (510) 632-0650	75.00%			1 2 3 4
Company: MAR CON Co. Address: 8108A Capwell Drive City/State: Oakland, CA 94621 Phone: (510) 639-1914		5.00%		1 2 3 4
Company: Tulum Innovative Engineering Address: 3101 Hyde Street City/State: Oakland, CA 94601 Phone: (510) 773-1833		20.00%		1 2 3 4
TOTAL PARTICIPATION	75.00%	25.00%	0.00%	100.00% *

* Total LBU % Proposed

Attachment C -Acknowledgement to Addenda

**ATTACHMENT "4" TO RFQP
Acknowledgment of Addenda**

ACKNOWLEDGMENT OF ADDENDA

In submitting this proposal, the undersigned Firm acknowledges receipt of all Addenda issued by or on behalf of the Oakland Unified School District, as set forth below. The Firm confirms that its Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial only one of the following:

 VB Addenda Numbers 01 ; 02 ; 03 ; 04 ; ; : were received, acknowledged and incorporated into this Proposal.

OR

 No Addenda Issued

By: Victor Zamora
Authorized Officer or Agent
Title President

By: 
Authorized Officer or Agent
Title *President*

Attachment D - E-Rate Certification

ATTACHMENT "5" TO RFQP
E-Rate Certification

E-RATE CERTIFICATION

I, Victor Zamora, certify that Digital Design Communications is a Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is 143026591, and we have operated under this SPIN number for 13 years.

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Oakland Unified School District, its attorney(s), or authorized agents;
3. Any contract awarded based upon RFP # 16-17/10 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portation, and it is our responsibility, as the E-Rate Service provider, to invoice the SLD for the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Oakland Unified School District intends to perform a SPIN change, as afforded by the COPAN decision, permission will be granted, provided 14 days prior written notice is given.



(Signature)

03 / 24 / 2017
Date

Victor Zamora

(Print or Type Name)

President

(Title)

Attachment E - Pricing Template

7. Compensation

OAKLAND UNIFIED SCHOOL DISTRICT E-RATE Y20 RFP NO. 16/17-10 - COST BREAKDOWN

Line Number	Item Name	Description	Service Duration	Included Item	E-RATE Eligible	Qty.	Unit Cost	Tax	Unit Price	Ext'd Price	Average Unit Price
1.0	ASR-920-24SZ-M	Cisco ASR920 Series - 24GE Fiber and 4-10GE - Modular PSU	N/A	No	Yes	12	\$ 2,772.00	\$ 256.41	\$ 3,028.41	\$ 36,340.92	
1.0.1	CON-SNT-ASR920SZ	SNTC-8X5XNBD Cisco ASR920 Series - 24GE Fiber and 4-1	12.0 month(s)	No	Yes	12	\$ 343.20	\$ 31.75	\$ 374.95	\$ 4,499.40	
1.1	A900-CONS-KIT-U	ASR 900 USB Console Cabling Kit	N/A	No	Yes	12	\$ -	\$ -	\$ -	\$ -	
1.2	SASR920NPEK9316S	Cisco ASR 920 Series IOS XE UNIVERSAL-NO PAYLOAD ENCRYPTION	N/A	Yes	Yes	12	\$ -	\$ -	\$ -	\$ -	
1.3	ASR920-S-A	Cisco ASR920 Series - Advanced Metro IP Access	N/A	No	Yes	12	\$ 1,366.00	\$ 126.21	\$ 1,514.21	\$ 18,170.52	
1.3.0.1	CON-SNT-ASR920SA	SNTC-8X5XNBD Cisco ASR920 Series	12.0 month(s)	No	Yes	12	\$ -	\$ -	\$ -	\$ -	
1.4	ASR-920-PWR-A	ASR 920 AC Power Supply	N/A	No	Yes	24	\$ 277.20	\$ 25.64	\$ 302.84	\$ 7,268.16	
1.5	CAB-AC-US	Power Cord - US, 15A, 125V, 2500mm, 40C to +85C	N/A	No	Yes	24	\$ -	\$ -	\$ -	\$ -	
1.6	A920-RCKMT-19	EIA 19in Rack mount Option for the Cisco ASR 920	N/A	No	Yes	12	\$ -	\$ -	\$ -	\$ -	
1.7	A920-CBL-BRKT	ASR 920 Cable Bracket for non ETSI rackmounts	N/A	No	Yes	12	\$ -	\$ -	\$ -	\$ -	
1.8	ASR-920-FAN-F	ASR 920 Fan for Fixed Chassis	N/A	No	Yes	12	\$ 277.20	\$ 25.64	\$ 302.84	\$ 3,634.08	
1.9	ASR920-24G-4-10G	Cisco ASR920 Series - 24 ports GE and 4 ports 10G license	N/A	No	Yes	12	\$ 924.00	\$ 85.47	\$ 1,009.47	\$ 12,113.64	
1.9.0.1	CON-SNT-ASR92024	SNTC-8X5XNBD Cisco ASR920 Series	12.0 month(s)	No	Yes	12	\$ -	\$ -	\$ -	\$ -	
									SubTotal	\$ 82,026.72	\$ 6,035.56
2.0	WS-C3850-48XS-F-E	Cisco Catalyst 3850 48 Port 10G Fiber Switch IP Services	N/A	No	Yes	5	\$ 15,939.00	\$ 1,474.36	\$ 17,413.36	\$ 87,066.80	
2.0.1	CON-SW-WSC3854E	SMARTNET NO RMA Cisco Catalyst 3850 48 Port 10G Fiber Sw	12.0 month(s)	No	Yes	5	\$ -	\$ -	\$ -	\$ -	
2.1	CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	N/A	No	Yes	5	\$ -	\$ -	\$ -	\$ -	
2.2	S3850UK9-163	UNIVERSAL	N/A	No	Yes	5	\$ -	\$ -	\$ -	\$ -	
2.3	FAN-T3-F	Catalyst 3850 Type 3 back to front cooling Fan	N/A	Yes	Yes	25	\$ -	\$ -	\$ -	\$ -	
2.4	PWR-C3-750WAC-F	750W AC Config 3 Power Supply back to front cooling	N/A	Yes	Yes	5	\$ -	\$ -	\$ -	\$ -	
2.5	PWR-C3-BLANK	Config 3 Power Supply Blank	N/A	Yes	Yes	5	\$ -	\$ -	\$ -	\$ -	
									SubTotal	\$ 87,066.80	\$ 17,413.36
3.0	WS-C3850-12X48U-S	Cisco Catalyst 3850 48 Port (12 mGig+36 Gig) LUPoE IP Base	N/A	No	Yes	62	\$ 7,068.60	\$ 653.85	\$ 7,722.45	\$ 478,791.90	
3.0.1	CON-SW-WSC385US	SNTC-NO RMA Cisco Catalyst 3850 48 Port (12 mGig+36	12.0 month(s)	No	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.1	PWR-C1-BLANK	Config 1 Power Supply Blank	N/A	Yes	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.2	PWR-C1-100WAC	1100W AC Config 1 Power Supply	N/A	Yes	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.3	S3850UK9-163	UNIVERSAL	N/A	No	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.4	C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	N/A	No	Yes	62	\$ 1,155.00	\$ 106.84	\$ 1,261.84	\$ 78,234.08	
3.5	CAB-TA-NA	North America AC Type A Power Cable	N/A	No	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.6	STACK-T1-50CM	50CM Type 1 Stacking Cable	N/A	No	Yes	62	\$ -	\$ -	\$ -	\$ -	
3.7	CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	N/A	No	Yes	62	\$ -	\$ -	\$ -	\$ -	
									SubTotal	\$ 557,025.96	\$ 8,984.29
4.0	EDU-C2960X-48FPD-L	Catalyst 2960-X 48 GbE PoE 740W, 2 x 10G SFP+, LAN Base K12	N/A	No	Yes	244	\$ 3,693.69	\$ 341.67	\$ 4,035.36	\$ 984,627.84	
4.1	PWR-CLP	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	N/A	No	Yes	244	\$ -	\$ -	\$ -	\$ -	
4.2	CAB-16AWG-AC	AC Power cord, 16AWG	N/A	No	Yes	244	\$ -	\$ -	\$ -	\$ -	
4.3	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	N/A	No	Yes	244	\$ 561.18	\$ 51.91	\$ 613.09	\$ 149,593.96	
4.4	CAB-STK-E-1M	Cisco FlexStack 1m stacking cable	N/A	No	Yes	244	\$ -	\$ -	\$ -	\$ -	
									SubTotal	\$ 1,134,221.80	\$ 4,648.45
5.0	GLC-SX-MMD=	100GBASE-SX SFP transceiver module, MMF, 850nm, DOM	N/A	No	Yes	712	\$ 263.49	\$ 24.37	\$ 287.86	\$ 204,956.32	
6.0	SFP-10G-LRM=	10GBASE-LRM SFP Module	N/A	No	Yes	8	\$ 561.63	\$ 51.03	\$ 602.66	\$ 4,821.28	
									SubTotal	\$ 4,821.28	\$ 602.66
7.0	ASR1002-HX	Cisco ASR1002-HX System 4x10GE+4x1GE, 2xP/S, optional crypto	N/A	No		2	\$ 48,972.00	\$ 4,523.91	\$ 53,501.91	\$ 107,003.82	
7.0.1	CON-SNT-ASR102HX	SNTC-24X7X4 Cisco ASR1002-HX System, 4x10GE+4x1GE, 2x	12.0 month(s)	No		2	\$ 8,003.72	\$ 740.34	\$ 8,744.06	\$ 17,488.12	
7.10	ASR1K-WAN-AGGR	ASR1K-WAN Aggregation with or without Crypto - Tracking only	N/A	No		2	\$ -	\$ -	\$ -	\$ -	
7.20	FLSA-1HX-2X10GE	ASR1000-HX Built-In 10GE 2-port License	N/A	No		2	\$ 6,468.00	\$ 598.29	\$ 7,066.29	\$ 14,132.58	
7.2.0.1	CON-SNTP-FLSA1HX	SNTC-24X7X4 ASR1000-HX Built-In 10GE 2-port License	12.0 month(s)	No		2	\$ -	\$ -	\$ -	\$ -	
7.30	SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	N/A	No		2	\$ 4,620.00	\$ 427.35	\$ 5,047.35	\$ 10,094.70	
7.3.0.1	CON-SNTP-SLASR1AM	SNTC-24X7X4 Cisco ASR 1000 Advanced Enterprise Ser	12.0 month(s)	No		2	\$ -	\$ -	\$ -	\$ -	
7.40	M-ASR1002HX-16GB	Cisco ASR1002-HX 16GB DRAM	N/A	No		2	\$ -	\$ -	\$ -	\$ -	
7.50	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	N/A	Yes		2	\$ -	\$ -	\$ -	\$ -	
7.60	EPA-BLANK	Ethernet Port Adapter (EPA) Blank Cover	N/A	Yes		2	\$ -	\$ -	\$ -	\$ -	

