

Board Office Use: Legislative File Info.	
File ID Number	21-2520
Introduction Date	11-3-2021
Enactment Number	21-1867
Enactment Date	11-3-2021 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date November 3, 2021

Subject Amendment No. 1, General Services Agreement – Viatron Systems, Inc. – Cole Administration Center Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the General Services Agreement by and between the District and Viatron Systems, Inc., Gardena, CA, for the latter to provide additional services which includes manifesting all the files that were originally retrieved from the District’s storage space, creating a new database log of all the files, and organizing them in alphabetical order instead of the order they existed in the original physical file for the Cole Administration Center Project, in an additional amount of **\$37,628.20**, increasing Agreement not-to-exceed amount from **\$308,795.00** to **\$346,423.20**, and authorizing the President and Secretary of the Board to sign the Amendment, after Board approval, for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for additional consulting services which includes manifesting all the files retrieved from the District’s storage. Consultant was selected through the competitive bidding process. Per the Public Contract Code, Consultant’s amendment most likely does not require competitive bidding, and pursuant to *Graydon v. Pasadena Redevelopment Agency* (1980) 104.Cal.App.3d 631, competitive bidding is not required as it would be impractical and not produce any public advantage to bring in a new consultant to perform the additional services.

LBP (Local business participation percentage) 00.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the General Services Agreement by and between the District and Viatron Systems, Inc., Gardena, CA, for the latter to provide additional services which includes manifesting all the files that were originally retrieved from the District’s storage space, creating a new database log of all the files, and organizing them in alphabetical order instead of the order they existed in the original physical file for the Cole Administration Center Project, in an additional amount of **\$37,628.20**, increasing Agreement not-to-exceed amount from **\$308,795.00** to **\$346,423.20**, and authorizing the President and Secretary of the Board to sign the Amendment, after Board approval, for same with said Consultant, pursuant to the Amendment.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Fiscal Impact

Fund 35 County School Facilities Fund

Attachments

- Amendment No. 1
- Proposal
- Insurance Certificate

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Viatron Systems, Inc. OUSD entered into an agreement with CONTRACTOR for services on **September 9, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional services which includes manifesting all the files that were originally retrieved from the District's storage space, creating a new database log of all the files, and organizing them in alphabetical order instead of the order they existed in the original physical file. As described in proposal attached to this amendment as part of Exhibit A."</p>			
2.	Terms (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>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</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>If the compensation is changed: The not to exceed contract price is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increased by: Thirty-seven thousand six hundred twenty-eight Dollars and twenty cents <u>(\$37,628.20)</u>,</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Three Hundred Eight Thousand Seven Hundred Ninety-Five Dollars No/100 (\$308,795.00)</u> and after this amendment, the not-to-exceed contract price will be: <u>Three Hundred Forty-six Thousand Four Hundred Twenty-three Dollars 20/100 (346,423.20)</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. Amendment History:

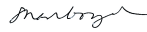
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

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

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Viatron Systems, Inc. – Cole Administration Center Project - \$37,628.20

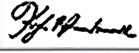
OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales, President,
Board of Education

11-4-2021

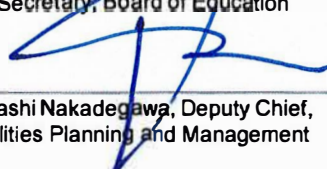
Date



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

11-4-2021

Date



Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

10/8/21

Date

Approval as to form:



Date
(name) Kelly Rem, Lozano Smith
General Counsel, Facilities, Planning and Management

CONTRACTOR

 10/06/2021

Contractor Signature Date

Albert Fader Vice President

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Viatron Systems, Inc.

1. Detailed Description of Services to be provided: Additional services which includes manifesting all the files that were originally retrieved from the District’s storage space, creating a new database log of all the files, and organizing them in alphabetical order instead of the order they existed in the original physical file as described in proposal attached to this amendment as part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

ADDENDUM 1

VIATRON SYSTEMS PRICE SHEET CMAS CONTRACT # 3-21-08-1069			
DOCUMENT SCANNING SERVICES			
ESTIMATE ADDITIONAL COST			
1.1	Manifest Creation	\$29,438.20	\$25/Hr
1.2	File Search	\$ 8,190.00	\$18/Request
TOTAL		\$37,628.20	

The above ADDENDUM 1, line item 1.1 covers the additional scope of work of manifesting all the files that were originally retrieved from the Oakland Unified School district storage space, creating a new database log of all the files, and organizing them in alphabetical order instead of the order they existed in the original physical file. Line item 1.2 cover the requirement of file searches given the completion of line item 1.1. This addition was per request by OUSD as it was not in the original scope of work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2021

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

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

PRODUCER Independent Group Agency 21700 Oxnard Street Suite 1045 Woodland Hills, CA 91367	CONTACT NAME: Fred Dabiri PHONE (A/C, No. Ext): (818) 380-1391 E-MAIL ADDRESS: fdabiri@igainsurance.com	FAX (A/C, No.): (818) 290-7497
	INSURER(S) AFFORDING COVERAGE	
INSURED Viatron Systems, Inc. 18233 S Hoover Street Gardena, CA 90248	INSURER A: Sentinel Insurance Company, Limited	
	INSURER B: California Automobile Insurance Company	
	INSURER C: Hartford Fire Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL218315990 **REVISION NUMBER:**

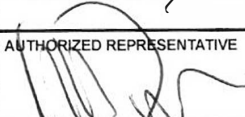
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			57 SBA AV3417	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA040000015173	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OTHER						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			57 SBA AV3417	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72 TE 0294256-20	01/25/2021	01/25/2022	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	ERRORS & OMISSIONS LIABILITY (PROFESSIONAL LIABILITY)						EACH CLAIM 1,000,000
							AGGREGATE 5,000,000

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

The Certificate holder has been named as additional insured as respect to the General Liability, per attached form # SS00080405. Waiver of Subrogation and Primary & Non-Contributory apply as well.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Cole Administration Center 1011 Union Street Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Cole Administration Center Project	Site	109
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Viatron Systems, Inc.	Agency's Contact	Ernst Gangnes				
OUSD Vendor ID #	007248	Title	President				
Street Address	18233 Hoover Street	City	Gardena	State	CA	Zip	90248
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19119						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	9-9-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	3-8-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 37,628.20
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using IEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710 9805	Fund 35	350-7710-0-9805-8500-6263-109-9180-9903-9999-99999	6263	\$37,628.20

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Acting Director, Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved 10/8/21
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>Kelley M. Lem, Lozano Smith, as to form only</i>	Date Approved 10-8-21
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved 10/8/21
4.	Chief Financial Officer	Signature	<i>[Signature]</i>	Date Approved
5.	President, Board of Education Shanthi Gonzales	Signature	<i>[Signature]</i>	Date Approved 11-4-2021



Board Office Use: Legislative File Info.	
File ID Number	21-1867
Introduction Date	9-8-2021
Enactment Number	21-1398
Enactment Date	9/8/2021 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Yadashi Nakadegawa, Deputy Chief, Division of Facilities Planning & Management

Board Meeting Date September 8, 2021

Subject Award of General Services Agreement - Competitively Bid –Viatron Systems, Inc. – Cole Administration Center Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Award of General Services Agreement Between Owner to Viatron Systems, Inc., Gardena, California (“Contractor”), for the latter to provide offsite scanning and archiving services needed for a large quantity of confidential records for the Cole Administration Center Project, in the amount of **\$308,795.00**, which includes a contingency of \$25,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on **September 9, 2021**, and scheduled to last for One hundred eighty (180) days, with an anticipated ending of **March 8, 2022**.

Discussion The scope of the contract consists of offsite scanning services of confidential students’ files. Contractor was selected through competitive bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement Between Owner to Viatron Systems, Inc., Gardena, California (“Contractor”), for the latter to provide offsite scanning and archiving services needed for a large quantity of confidential records for the Cole Administration Center Project, in the amount of \$308,795.00, which includes a contingency of \$25,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on **September 9, 2021**, and scheduled to last for One hundred eighty (180) days, with an anticipated ending of **March 8, 2022**.

Fiscal Impact Fund 35 County School Facilities Fund

Attachments

- Agreement
- Bid Results
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1867

Department: Facilities Planning & Management

Vendor Name: Viatron Systems, Inc.

Project Name: Cole Administration Center

Project No.: 19119

Contract Term: Intended Start: 9-9-2021

Intended End: 3-8-2022

Total Cost Over Contract Term: \$308,795.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Viatron Systems, Inc., was selected by the District as the lowest responsive and responsible bid.

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

Contractor will provide offsite scanning services for a large quantity of confidential student's files for the district.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **September 9, 2021**, (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Viatron Systems, Inc.** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): To provide offsite scanning services. The Basic Services include all work described in the Notice to Bidders Document 00 11 11, dated July 2, 2021, which is attached to this Agreement as Exhibit A. Contractor may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on **September 9, 2021**, and shall terminate upon completion of the Services, but no later than **March 8, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed Three Hundred Eight Thousand Seven Hundred Ninety-Five Dollars (\$308,795.00), which consists of a lump sum of Two Hundred Eighty-Three Thousand Seven Hundred Ninety-five Dollars (\$283,795.00) for performance of the Basic Services, and a not-to-exceed contingency of Twenty-Five Thousand Dollars (\$25,000.00) for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from

Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons
General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

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

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

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthy 9/9/2021
 _____ Date
 Shanthy Gonzales, President,
 Board of Education

Kyla Johnson-Trammell 9/9/2021
 _____ Date
 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education

Tadashi Nakadegawa 8/11/21
 _____ Date
 Tadashi Nakadegawa, Deputy Chief,
 Facilities Planning & Management

CONTRACTOR:

Viatron Systems, Inc.

By: *[Signature]*
 Title: VT Date: 7/25/21

Address for District Notices:

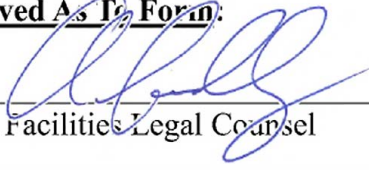
Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 510-535-2728

Address for Contractor Notices:

Viatron Systems, Inc.
 18233 Hoover Street
 Gardena, CA 90248
 310-756-0604

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

Approved As To Form:



8/6/21

OUSD Facilities Legal Counsel

Date

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

{SR565566}

Exhibit A
Proposal

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

{SR565566}

REVISED - NOTICE TO BIDDERS
DOCUMENT OO 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the ("Contract"), **Project No. 19119**

Cole Administration Center
1011 Union Street, Oakland, CA 94607

Project consists of:

Onsite scanning services needed for a large quantity of confidential records. Scanning: Scanning will capture all information contained within each student's files 8000 plus files, and the file folder itself. Images will be output in the correct page orientation. That is, images will be rotated to display in landscape or portrait orientation as appropriate for the text and other content to be easily readable by users from a document management system. Scanned images will be output with the same foreground and background tones as existed in the original document. Each set of images concerning a single student will be associated via metadata to ensure all documents for that student are accessed together. Images that are part of each student's electronic file will be displayed in the order they existed in the original physical file. No shuffling or reordering of the images will occur as part of the scanning process.

Engineer's Estimate: \$250,000

Project Manager for this project is Pamila Henderson, who can be reached at: **510-535-7062**.

"The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid." The Owner reserves the right to add or deduct any of the Determined. The lowest bid shall be determined the amount of the base bid.

This Contract *is* not subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is not subject to the District's Project Labor Agreement.
The full version of OUSD's latest Project Labor Agreement can be found by going to the OUSD home page: ousd.org > Offices and Programs > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2016 PLA – Project Labor Agreement.

Contract Documents will be available on or after **July 7, 2021**, for review at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606**. All requests should be addressed Attention: Sandy Petty. Plans can be ordered by:

Ph: 510-261-2990 Fax: 510-261-6077 Email: ebbp@eastbayblueprint.com,
Attn: Sandy. Online using the Plan Command System at
www.eastbayblueprint.com or plans can be delivered to a place of business, at requester's own expense. Payment for plan sets must be made with East Bay Blue Print and are **NON-REFUNDABLE**

In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

Builder's Exchange of Alameda County
McGraw Hill Construction Data
San Francisco Builder's Exchange

Reed Construction Market Data
Contra Costa Builder's Exchange
Marin Builder's Exchange

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

The Contract Time shall be **180** calendar days, and liquidated damages for delay shall accrue. The deadline for Completion is **TBD**. See Article III of the Agreement for details.

Bids must be sealed and filed in the Business Office of the Owner at:

**Front Desk
Facilities Planning & Management
955 High Street
Oakland, CA 94601**

on **Thursday, July 22, 2021**, before **2:00 p.m.** on the clock designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. PLEASE NOTE: DUE TO COVID-19 BIDS WILL NOT BE OPENED. BID RESULTS WILL BE MADE AVAILABLE VIA EMAIL.

Mandatory pre-bid site visit will be held on **Thursday, July 15, 2021**, at **10** a.m., at Front entrance of Cole School site. Bidders not attending one of the site visit will be disqualified.

Owner, or its designee, has determined that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use; in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion; in order to obtain a necessary item that is only available from one source; and in order to respond to an emergency declared by Owner.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

Cole Administration Center
Project No. 19119
July 2, 2021

NOTICE OF BIDDERS
DOCUMENT 00 11 11

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a N/A license and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available on request.

Advertise:	1st Publication Date	July 7, 2021
	2nd Publication Date	July 14, 2021

Exhibit B

Hourly Rates

General Services – Viatron Systems, Inc. – Facilities Planning & Management Project - \$308,795.00

{SR565566}

**ADVANCED OPTION ONLY IF CLIENT REQUESTS SERVICES
OUTSIDE OF ORIGINAL SCOPE OF WORK**

Advanced Options - ONLY

Advanced Document Preparation	Image	\$0.01
Advanced Document Preparation 2	Hourly	\$25.00
Record Separation	Per Document	\$0.049
Advanced Indexing - Keystroke	Keystroke	\$0.0084
Advanced Indexing - Per Field	Field	\$0.045
Advanced Quality Control	Image	\$0.01
Advanced Quality Control 2	Hourly	\$25.00
Document Refile	Image	\$0.01
Full Text OCR	Image	\$0.01
PDF Conversion	Image	No Cost
Scanning in Color or Greyscale	Image	\$0.01

**OAKLAND UNIFIED SCHOOL DISTRICT
DOCUMENT MANAGEMENT SOFTWARE**

Description	Unit	Price
ImageSilo Pricing - Includes unlimited users, secure document archiving, records management, advanced security, and software maintenance.	Gigabyte/ per Month	\$15.00
Professional Services: Installation of Archive solution	One Time	\$5,000

Confidential for Oakland Unified School District. Created by Ernst Gangnes - 7-20-2021

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Cole Administration Center
 Project: Off Site Scanning Services
 Project #: 19119
 Estimate: \$308,795

Date: Thursday, July 22, 2021
 Time: 2:00 P.M.
 Project Mgr.: Pam Henderson
 Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener		Required Day of Bid:	
Company:	Viaron Systems, Inc.	Base Bid:	\$283,795.00	Signed Bid Form	
Address:	668 Queensland Cir	Allowance:	\$25,000.00	Addendum Acknow.	
City/State:	Stockton, CA	TOTAL:	\$308,795.00	Bid Bond	
Phone:	209-688-1385	Alternates:		Non-Collusion	
Fax:				Iran Contracting Certification	
				Site Visit Certification	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
		Time Submitted	Date Submitted		
		11:10 AM	7/21/2021		
		Time Opened	Date Opened		
		2:05 PM	7/22/2021		
				WA	
Company:	Hines EDM, Inc.	Base Bid:		Required Day of Bid:	
Address:	1380 Lead Hill Blvd, Ste 106	Allowance:	\$25,000.00	Signed Bid Form	
City/State:	Roseville, CA	TOTAL:		Addendum Acknow.	
Phone:	916-784-8436	Alternates:		Bid Bond	
Fax:	916-784-9489			Non-Collusion	
	NON-RESPONSIVE			Iran Contracting Certification	
		Time Submitted	Date Submitted	Site Visit Certification	
		8:42 AM	7/22/2021	Contractor's Sub List	
		Time Opened	Date Opened	Debarment Suspension & Schd Z	
		2:05 PM	7/22/2021	Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$6,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		Time Submitted	Date Submitted	Iran Contracting Certification	
				Site Visit Certification	
		Time Opened	Date Opened	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$6,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
		Time Submitted	Date Submitted	Iran Contracting Certification	
				Site Visit Certification	
		Time Opened	Date Opened	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

Date: July 7, 2021
To: Juanita Hunter
From: Philip Lang, LBU Consultant
Subject: LBU Review Waiver
Project No. 19119 Cole Administration Center
Onsite Scanning Services

As required by the Oakland Unified School District's Local Business Policy, a review of the approved certifying agencies local business databases was conducted to identify potential certified firms for this project. Our team identified less than three eligible certified businesses.

Based on the findings, it is recommended to waive the LBU requirements for the above reference project based on the unavailability of certified LBE, SLBE or SLRBE firms to perform the work as required by the District.

Cc: Kenya Chatman
Tadashi Nakadegawa

Local Business Utilization Program Consultants



BID FORM
DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Planning & Management
955 High Street,
Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of VIAIRON SYSTEMS ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Cole Administration Center Project, 1011 Union Street, Oakland, (the "Contract")**.

The Contract Documents were prepared by *Oakland Unified School District – Contract Specialist, 955 High Street, Oakland, 510-535-7044.*

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

<u>OFF SITE OPTION - VIAIRON</u>	
<u>TWO HUNDRED - EIGHTY THREE THOUSAND, SEVEN NINETY FIVE</u>	<u>Dollars \$ 283,795</u>
Base Bid Amount	
<u>Twenty-five Thousand</u>	<u>Dollars \$25,000.00</u>
Contingency Allowance	
<u>THREE HUNDRED EIGHT THOUSAND SEVEN NINETY FIVE</u>	<u>Dollars \$ 308,795</u>
Total Bid Amount	
<i>Bidder acknowledges and agrees that the Total Bid accounts for any and all Allowances and contingencies in the Contract Document.</i>	

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Administration Center
Project No. 19119
July 6, 2021

BID FORM
DOCUMENT 00 31 01

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of: **Twenty-five Thousand dollars (\$25,000.00)**.

Miscellaneous:

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

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

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

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

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

VIATRON SYSTEMS, INC
19233 2 ST. GARDENA, CA 90248

Our Public Liability and Property Damage Insurance is placed with:

HARTFORD INSURANCE COMPANY

Our Workers' Compensation Insurance is placed with:

TRAVELERS INSURANCE

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

{SR526394}

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

Addendum No. 1 Date 7-7-01 Addendum No. _____ Date _____
Addendum No. 2 Date 7-14-01 Addendum No. _____ Date _____
Addendum No. Q/A Date 7-19-01 Addendum No. _____ Date _____

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

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

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

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

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

Print or Type Name: ALBERT FADER

Title: VICE PRESIDENT

Signature: [Handwritten Signature]

Name of Company as Licensed in California: VIATRON SYSTEMS

Business Address: 18233 S. HOOVER ST., GARDENA
CA 90248

{SR526394}
3

Telephone Number: 310-756-0604

California Contractor License No.: NA

Class and Expiration Date: NA

Public Works Contractor Registration No.: NA

State of Incorporation, if Applicable: CALIFORNIA

SITE VISIT CERTIFICATION

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

PROJECT: **Cole Administration Center Project**

Check option that applies:

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

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

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

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

Date:

JULY 20TH, 2021

Proper Name of Bidder:

VIATRON SYSTEMS, INC

Signature:



Print Name:

ALBERT FADER

Title:

VICE PRESIDENT

END OF DOCUMENT

NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Contract: Cole Administration Center Project

The undersigned declares:

I am the VICE PRESIDENT of VIA TIZON SYS, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on JULY 20, 2021, at LA [city], CA [state].



Signature

ALBERT FADER

Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
Cole Administration Center
Project No. 19119
July 6, 2021

NON-COLLUSION AFFIDAVIT
DOCUMENT 00 40 03

**FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS**
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

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

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

[NOTE TO OWNER: Most projects create more than "limited contact" with students; however, if the owner has determined that the contractor will only have limited contact (or will have no contact) with students (for example, new construction at an isolated site), then please consult with legal counsel about whether this notice is required.]

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are

needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the Independent Contractor Student Contact Form (see **Attachment B** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

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

Dated: JULY, 20TH 2021


Signature

Name: ALBERT FADER

Title: VICE PRESIDENT

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Note: This document must be executed and submitted by Contractor before Contractor may commence any work.

Contractor Firm Name: VIATRON SYSTEMS, INC
Supervisor/Foreman Name: LOIS ACEVEDO
Start Date: SEPT. 2021
Completion Date: MARCH 2021
Location of Work: COLE ADMIN CENTER
Hours of Work: 8:00 AM - 5:00 PM
Length of Time on Grounds: 8 HOURS.
Number of Employees on the Job: 15-20 STAFF

Yes No
[] [X]

Employees or sole proprietor will have more than limited contact with students as determined by Owner or Contractor; and if determined by Contractor, please explain the basis for such determination:

VIATRON STAFF WILL HAVE NO CONTACT WITH STUDENTS.

If "yes" is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

- [] A physical barrier will be installed at the worksite to limit contact with pupils.
[] I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

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

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

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

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

Dated: JULY 20TH
2021



Signature

Typed Name: VIATRION SYSTEMS

Title: VICE PRESIDENT

Contractor: ALBERT FOWLER

DOCUMENT 00 52 00

SCHEDULE Z


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

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

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

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

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

<u>VIATRON SYSTEMS</u>			
Company Name		Signature of Authorized Representative	
<u>19233 S. HOOVER ST. GARDENA, CA 90248</u>		<u>ALBERT FADER</u>	
Address		Type or Print Name	
<u>310</u>	<u>756-0604</u>	<u>7/2/01</u>	
Area Code	Phone	Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

Cover Letter

Hines EDM, Inc.
1380 Lead Hill Blvd, Suite 106
Roseville, CA 95661
Ph. 916.784.8436
Fax 916.784.9489
LHines@hinesedm.com

July 20, 2021

Pamila Henderson
Project Manager, Oakland Unified School District
Cole Administration Center
1011 Union Street
Oakland, CA 94607
(510) 535-7062
pamilam.henderson@ousd.org

RE: Scanning and document Management for Confidential Records

Hines EDM, Inc. is pleased to present our proposal to scan and preserve the Districts confidential student records in digital format. We are confident that our extensive experience scanning critical and sometimes fragile documents including all types and sizes of paper records and microforms will ensure that your documents will be handled carefully, repaired as necessary and returned to you safely or securely destroyed if requested.

Hines EDM, Inc. is a certified small business that has provided high volume scanning and indexing services, electronic document management and innovative business process automation solutions for state and local government agencies throughout northern California since 1999. We have extensive experience handling and digitizing confidential and sensitive documents for agencies throughout California.

We use state of the art high speed scanners to ensure your documents are preserved with the highest quality images. We also offer document management solutions that are customized to our clients needs and make retrieving vital records easy.

On behalf of everyone at Hines EDM, Inc. we appreciate this opportunity to provide our proposal to the Oakland Unified School District (Hereinafter: District / OUSD). We look forward to speaking with you and answering any questions you may have.



Lonnie R. Hines
President & CEO



Ryann Rice
Project Manager

Statement of Qualifications

Hines EDM, Inc. has provided Electronic Content Management, Business Process Automation software and Scanning & Conversion Services to state and local government agencies since 1999. We are an Award Winning EDMS reseller with successful implementations in over 50 clients in Northern CA. In 2007, Hines EDM opened our secure scanning facility in Roseville CA. Our focus is on providing high volume scanning services and total Content Management Solutions of the highest quality at competitive prices.

Our industry leading scanners utilize the latest technology and can scan high quality images with minimal labor costs. Our high speed equipment enables us to provide very competitive pricing and complete our client's projects on time and on budget. Many of our Backfile conversion clients have extended our initial contracts in order to continue using our scanning services for day forward and ongoing projects. We pride ourselves on not only meeting our clients' needs but exceeding their expectations.

Not only will the digitization of records free up valuable space for the OUSD, but it will make finding vital information much easier on staff.

The Hines staff recognizes that documents of this type are sensitive and must be transported securely and handled with the utmost care. Hines EDM Inc. has the experience and the capability to transport, store, prepare and scan your documents and deliver high quality images.

Hines fully understands the scope of the project as well as the positive impact this project will have on the District's many departments. We will adhere to all imaging, security and data conversion specifications as described and set forth by each department on a task by task basis. Our focus is to tailor the project specifications and then provide effective and accurate production to deliver images exactly how OUSD wants them.

We believe our extensive experience implementing high technology business process automation solutions for our clients gives us a unique advantage. Not only do we have the ability to convert large volumes of paper and microforms to digital form quickly and efficiently, but our knowledge and ability to apply best practices to the design of efficient processes and workflows with custom innovations can help our clients unlock the true potential of their documents and turn them into a valuable information resource that can be linked to their line of business applications for instant access when you need it.

We believe we are the best company for this project. Our goal is to create long term customer relationships that generate good will and additional customers through enthusiastic referrals. We feel confident that we have the resources and experience to complete this project and exceed OUSD's expectations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2021

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

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

PRODUCER Independent Group Agency 21700 Oxnard Street Suite 1045 Woodland Hills, CA 91367	CONTACT NAME: Fred Dabiri PHONE (A/C, No. Ext): (818) 380-1391 E-MAIL ADDRESS: fdabiri@igainsurance.com	FAX (A/C, No.): (818) 290-7497
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Limited INSURER B: California Automobile Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: INSURER E: INSURER F:	
INSURED Viatron Systems, Inc. 18233 S Hoover Street Gardena, CA 90248		

COVERAGES **CERTIFICATE NUMBER:** CL218315990 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			57 SBA AV3417	10/20/2020	10/20/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA040000015173	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			57 SBA AV3417	10/20/2020	10/20/2021	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
								\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	ERRORS & OMISSIONS LIABILITY (PROFESSIONAL LIABILITY)			72 TE 0294256-20	01/25/2021	01/25/2022	EACH CLAIM	1,000,000
							AGGREGATE	5,000,000

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

The Certificate holder has been named as additional insured as respect to the General Liability, per attached form # SS00080405. Waiver of Subrogation and Primary & Non-Contributory apply as well.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Cole Administration Center 1011 Union Street Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Cole Administration Center Project	Site	109
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Viatron Systems, Inc.	Agency's Contact	Ernst Gangnes				
OUSD Vendor ID #	007248	Title	President				
Street Address	18233 Hoover Street	City	Gardena	State	CA	Zip	90248
Telephone	510-639-1914	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19119						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	9-9-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	3-8-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$308,795.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710 9805	Fund 35	350-7710-0-9805-8500-6263-109-9180-9903-9999-99999	6263	\$308,795.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Acting Director, Facilities Planning and Management			
	Signature	Date Approved	8/11/2021	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Lozano Smith, as to form only	Date Approved	8/6/21
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	8/11/21	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		