

Board Office Use: Legislative File Info.	
File ID Number	12-3257
Introduction Date	Jan 9, 2013
Enactment Number	13-0124
Enactment Date	Jan 9, 2013



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Tony Smith, Ph.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations
Gee Kin Chou, Information Technology Officer

Board Meeting Date Jan 9, 2013
(To be completed by Procurement)

Subject Professional Services Contract Amendment - No. 1
AEKO CONSULTING, INC. OAKLAND CA (Contractor, City/State) -
986/TECHNOLOGY SERVICES (site/department)

Action Requested Approval by the Governing Board of the amendment to the professional services contract between the District and AEKO CONSULTING, INC.. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 03/01/2012 through 01/28/2013, in an amount not to exceed \$0.00.

Background
A one paragraph explanation of why an amendment is needed.

On February 10, 2010, the Board of Education conditionally authorized the Award of Bid and Agreement with AEKO Consulting, Inc., to wire the Group 2 schools identified in the E-Rate Year 13 RFP, pending USAC approval of OUSD's request for funding through a formal Funding Commitment Decision Letter, and OUSD's formal acceptance of the USAC approved funding. On February 28, 2012, after the above conditions were fulfilled, the Board approved the Professional Services Facilities Contract between the District and AEKO Consulting, Inc., with an original term of 3/01/2012 through 9/30/2012. The contractor was unable to complete the wiring project as scheduled and has requested an additional 120 days to complete the project.

Discussion
One paragraph summary of the amended scope of work.

Amendment No. 1 to the Professional Services Facilities contract between OUSD and AEKO Consulting, Inc., Oakland, CA, for the latter to complete the E-Rate Y13 Internal Connections Group 2 wiring project as described in the Professional Services Facilities contract approved by the Board of Education on February 28, 2012, for the period of 3/01/2012 through 1/28/2013, increasing the original term by an additional 120 days. All other terms remain in full force and effect.

Recommendation Approval by the Governing Board of the amendment to the professional services contract between the District and AEKO CONSULTING, INC.. Services to be primarily provided to 986/TECHNOLOGY SERVICES for the period of 03/01/2012 through 01/28/2013, in an amount not to exceed \$0.00.

Fiscal Impact Funding resource name (please spell out) ERate Facilities Account
not to exceed \$0.00.

Attachments

- Contract Amendment
- Copy of original contract

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District ("OUSD") and AEKO Consulting, Inc. ("CONTRACTOR"). OUSD entered into a Professional Services Facilities Contract ("Agreement") with CONTRACTOR for data and cabling equipment and installation services, to commence on March 1, 2012 and end on September 30, 2012, and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional 120 days , and the amended expiration date is January 28, 2013 .
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .

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:

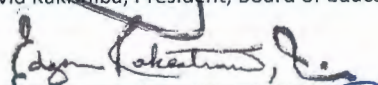
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

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

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kalichiba, President, Board of Education


Edgar Rakestraw, Jr., Secretary
Board of Education

Gee Kin Chou
Information Technology Officer

1/10/13
Date

1/10/13
Date

1/10/13
Date

CONTRACTOR: AEKO CONSULTING, INC.


Contractor Signature

President / Gboyega Aladegbami
Print Name, Title

12/7/12
Date

File ID Number: 12-3257
Introduction Date: Jan 2, 2013
Enactment Number: 13-0124
Enactment Date: Jan 2, 2013
By: 012



U.S. Specialty Insurance Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
main 310 649 0990 facsimile 310 649 0416

Bond No. 1000908297
Premium: \$ INCLUDED IN PERFORMANCE PORTION

Public Works – Payment

KNOW ALL MEN BY THESE PRESENTS, That we, AEKO CONSULTING, INC., as Principal, and

U. S. SPECIALTY INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Texas, and authorized to transact a general surety business in the State of CALIFORNIA, as Surety, are held and firmly bound unto OAKLAND UNIFIED SCHOOL DISTRICT

, as Obligee, in the sum of TWO HUNDRED NINETY NINE THOUSAND FIVE HUNDRED NINETY AND 99/100 Dollars (\$ 299,590.99), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated _____ with said Obligee to do and perform the following work, to wit:

HARDWARE PROCUREMENT AND INSTALLATION SERVICES; CABLING INSTALLATION SERVICES; CABLE AND HARDWARE INSTALLATION TESTING SERVICES; COMPLETION VERIFICATION

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 11TH day of OCTOBER, 2012.

AEKO CONSULTING, INC.

Principal

By Gboyega Aladeyemi

U. S. SPECIALTY INSURANCE COMPANY

DAREN EISEMAN

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 10-11-2012 before me, KATY TRAVIS, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2012

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

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

PRODUCER CAVANAUGH SMITH HABEL INSURANCE AGENCY 3 WATERS PARK DR 227 SAN MATEO, CA 94403 (888) 661-3938 X3739 882	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 552-6091 E-MAIL ADDRESS: Service.center@travelers.com PRODUCER CUSTOMER ID #: 1792Y8167
INSURED AEKO CONSULTING, INC. 1939 HARRISON ST., SUITE 420 OAKLAND, CA 94612	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 074605639131013 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		680-4C412727-12	10/25/2012	10/25/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>		N/A				WC STATUTORY LIMITS OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 AS RESPECTS TO GENERAL LIABILITY, OAKLAND UNIFIED SCHOOL DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS PER CG D4 17 - TECHNOLOGY XTEND - BLANKET ADDITIONAL INSURED.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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**PROFESSIONAL SERVICES CONTRACT
AMENDMENT ROUTING FORM 2012-2013**

*Log File No
10-0198
Extending
Contract 120 Days*

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original contract.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

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

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input type="checkbox"/> Amended Scope of work (be specific as to what is changing)
	<input type="checkbox"/> Copy of original contract

OUSD Staff Contact *Emails about this contract should be sent to:* |janice.chinn@ousd

Contractor Information

Contractor Name	AEKO CONSULTING, INC.	Agency's Contact	GBOYEGA ALADEGBAMI		
OUSD Vendor ID #	1011066	Title	PRINCIPAL		
Street Address	1939 HARRISON STREET, SUITE 420	City	OAKLAND	State	CA
Telephone	(510) 763-2356	Email	gboyega@aeko.com		
		Zip	94612		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 299,590.00	Original PO Number	P1301509		
Amended Amount	\$ 0.00	New Requisition #	NONE		
New Total Contract Amount	\$ 299,590.00	Start Date	03/01/2012	End Date	01/28/2013

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
		Original Contract Total	6200	\$ 299,590.00
		Minus USAC Approved Discount	6200	\$ -253,842.55
9099	ERate Facilities	9869901803-PO AMT UNCHANGED	6200	\$ 45,748.44

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Site Administrator or Manager	Name	GEE KIN CHOU	Phone	5108798872	Fax	5104511695
	Site / Department	986/TECHNOLOGY SERVICESNO					
	Signature				Date Approved	12/7/12	
2.	Resource Manager , if using funds managed by:	<input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	Signature				Date Approved		
	Signature				Date Approved		
3.	Regional or Executive Officer						
	Signature				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	<input type="checkbox"/> Consultant Aggregate Under \$50,000					
	Signature				Date Approved	12/14/12	
5.	Superintendent or Board of Education	<i>Signature on the legal contract</i>					
Legal	Required if not using standard contract	Approved				Denied - Reason	Date
Procurement	Date Received				PO Number		



Oakland Unified School District
Office of the Board of Education

January 27, 2010

LEGISLATIVE FILE

File ID No. 10-0198
Introduction Date 2/1/10
Enactment No. 10-0289
Enactment Date 2-10-10

TO: Board of Education

FROM: Anthony Smith, Ph.D., Superintendent
Laura Moran, Chief Services Officer (W)
Ron Chandler, Information Technology Officer

WEA for T.S.
ROR

SUBJECT: SCHOOLS AND LIBRARIES DIVISION E-RATE INTERNAL CONNECTIONS AND WEB HOSTING DISCOUNTS FUNDING YEAR 07/01/2010 – 06/30/2011 APPLICATION AND BID AWARD RECOMMENDATIONS

ACTION REQUESTED

Approval of and authorization by the Board of Education to submit to the Federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) the District's Year 13 application seeking approximately **\$1,635,843** in E-Rate funds for Fiscal Year 2010-2011; further authorizing and appropriating a separate required District match and necessary equipment and software costs of up to **\$236,697**, as follows: **\$207,122** to be taken from the Erate Facilities 2122/9099 account and **\$29,575** from the unrestricted Data Processing account, provide are appropriated in the 2010-2011 District budget.

The Board is requested to further authorize Award of Bid and Agreements, with the following vendors for the wiring of schools listed below: **Digital Design Communications** for Group 1 schools identified in the RFP for a cumulative amount not to exceed \$497,297, with **Aeko Consulting** for Group 2 schools identified in the RFP for a cumulative amount not to exceed \$712,359, and with **Digital Design Communications** for Group 3 schools identified in the RFP for a cumulative amount not to exceed \$605,058.

The Board is requested to further authorize Award of Bid and Agreement with **School Wires** for web hosting an amount not to exceed **\$173,475** for 3 years.

All of the Awards of Bids and Agreements stated herein, to the extent approved are made conditionally and limited to the amount of funds approved and awarded to the district by SLD and subject to appropriation of said funds by the Board. and the Board further

authorizes acceptance of and execution of Grant Agreement and any amendments thereto with SLD for Fiscal Year 2010-2011 by the President and Secretary of the Board; each and all documents referenced herein, subject to form and content approval by the General Counsel.

BACKGROUND

The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) provides affordable access to telecommunications services for all eligible schools and libraries in the United States. Funded at up to \$2.25 billion annually, the program provides discounts on telecommunications services, Internet access and internal connections.

Internal Connections

Oakland USD staff filed an application with the SLD for internal connections for schools whose network did not meet certain performance standards and who were likely to receive funding. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days, and published an announcement in both the local newspaper, and contractors forum. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids. The schools selected for this process qualify for E-Rate and were grouped to allow funding at the 90% for group 1, 86% for group 2 and 90% for group 3 re-imbursement levels; they were clustered as follows:

Group	Group Description	Affected Schools
Grp 1	Data Infrastructure Upgrades	Edward Shands Adult
		Bond Street Adult
		Neighborhood Centers Adult
		Clinton Park Adult
Grp 2	Data Infrastructure Upgrades	YES High School
		Acorn Woodland CDC
		Bridges CDC (Melrose)
		Centro Infantil De La Raza CDC
		Centro Infantil Annex CDC
		Cox CDC
		Emerson CDC
		Golden Gate CDC
		International CDC
		Yuk Yau CDC
Yuk Yau Annex CDC		
Grp 3	Data Infrastructure Upgrades	Alice Street CDC
		Allendale CDC
		Bella Vista CDC
		Brookfield CDC
		Fruitvale State Pre-K

	H. R. Tubman CDC
	Hintil Kuu CA CDC
	Jefferson CDC
	Laurel CDC
	M.L. King, Jr. CDC
	Manzanita CDC
	Peralta CDC
	Piedmont Avenue CDC
	Sequoia CDC
	Stonehurst CDC

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by January 21, 2010 at 3:00pm. The evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 13: AEKO Consulting, and Digital Design Communications.

Consideration was given to the Local, Small Local and Small Local Resident Business Enterprise Program Policy that was passed by the Board of Education on December 17, 2008.

Vendors were evaluated on a 10 point scale computed as percentages of maximum of 10 points per criteria.

The following criteria and "weights" were determined before any bid was opened and the weights represent an **average** of the individual weights assigned by the review committee, which was comprised of seven staff members.

Total Cost: 21.30%; Adequate Financial Resources 8.57%; Ability to comply with performance schedule 10.70%; Satisfactory Performance Record with OUSD 9.86%; Adequate Facilities for staging and implementation 6.14%; Design 9.86%; Ability to Complete Task 8.43%; Experience with K-12 schools 5.71%; Presentation 5.71%; Subcontracting 5.71%; Compliance with RFP 8.00%

Summary: Averaged Vendor Scores Group 1

Criteria	Aeko	Digital
Overall Cost	2.129	1.916
Adequate Financial Resources	0.686	0.793
Ability to Comply with performance schedule	0.735	0.911
Satisfactory performance record with OUSD	0.62	0.739
Adequate Facilities	0.474	0.568
Design	0.704	0.838

Ability to Complete Task	0.65	0.716
Experience with K-12	0.482	0.543
Presentation	0.482	0.486
Subcontracting	0.433	0.457
Compliance to RFP	0.697	0.64

Group 2 Scoring

Upon review of the submitted bids, Digital Design Communications failed to include two of the sites requested for Group 2. It was the consensus of the evaluators that this was a substantial failure to comply with the RFP and as such, their Group 2 submission was disqualified as Non-Compliant. The award for Group 2 therefore was awarded to Aeko Consulting as the only qualified bid received for this group.

Summary: Averaged Vendor Scores Group 3

Criteria	Aeko	Digital
Overall Cost	1.916	2.129
Adequate Financial Resources	0.707	0.771
Ability to Comply with performance schedule	0.884	0.857
Satisfactory performance record with OUSD	0.665	0.764
Adequate Facilities	0.522	0.553
Design	0.887	0.838
Ability to Complete Task	0.695	0.738
Experience with K-12	0.529	0.543
Presentation	0.543	0.486
Subcontracting	0.514	0.486
Compliance to RFP	0.74	0.66

Summary: Weighted Score Per Group

Group	Aeko	Digital
Group 1	8.09	8.61
Group 2		NC
Group 3	8.60	8.82

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than February 11, 2010 with signed and approved contracts for the work requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award Group 1 to **Digital Design Communications** Group 2 to **Aeko Consulting** and Group 3 to **Digital Design Communication**

Vendor Proposal Post-Tax Costs

Group	Aeko	Digital
Group 1	\$480,865	\$497,297
Group 2	\$712,359	NC
Group 3	\$770,998	\$605,058

Web Hosting

Oakland USD staff filed an application with the SLD for web hosting services. In accordance with the SLD procedures, OUSD published a Bid for Proposal on the District Website (Internet) for a minimum period of 28 days. The SLD also publishes the OUSD application on their Internet website for the purpose of encouraging and fostering competitive bids.

The District Bid required that all responses be submitted to the Technology Services Department. All bids were due to the District by January 21, 2010 at 4:00pm. The evaluation of the Bids took place in meetings conducted in the Technology Department. The following vendors submitted proposals to OUSD E-Rate 13 Web Hosting: School Brief, School In Sites, School Loop, Sharp School, and School Wires.

Vendors were evaluated on a 10 point scale computed as percentages of maximum of 10 points per criteria.

The following criteria and "weights" were determined by the review committee, which was comprised of three staff members.

Total Cost: 60%; Adequate Financial Resources 5%; Ability to comply with performance schedule 5%; Satisfactory Performance Record with OUSD 5%; Adequate 4%; Design 5%; Ability to Complete Task 5%; Experience with K-12 schools 4%; Presentation 2%; Compliance with RFP 5%

Summary: Vendor Scores

Vendor	School Wires	School Brief	School In Sites	Sharp School	School Loop
Score	95.4	75.40	86.30	68.90	58.40

In order to take advantage of the E-Rate discounts, the district must submit a form 471 to the SLD no later than February 11, 2010 with signed and approved contracts for the services requested.

The enclosed tables contain the information from submitted bids. Staff recommends that the District award to **School Wires**.

Vendor Proposal Post-Tax Costs

	School Wires	School Brief	School In Sites	Sharp School	School Loop
Total Year 1	57,825	77,610	63,915	96,700	138,258

FISCAL IMPACT

The District is responsible for the costs not covered by e-rate, up to 14% of the internal connections proposal and the costs of non-qualifying equipment or an estimated **\$207,122**. to be taken from the Erate Facilities 2122/9099 account. Associated electrical and demolition costs will be submitted in a future board meeting. These costs are NOT covered by E-Rate.

The District is responsible for the costs not covered by e-rate, up to 20% of the Web hosting and the costs of non-qualifying services or an estimated **\$29,575**. to be taken from the unrestricted Data Processing account.

RECOMMENDATION

Staff is recommending that the Board authorize submittal of the application and award bids and Agreements for Fiscal Year 2010-2011 E-Rate discounts through the Schools and Libraries Division process as enumerated herein.

<p><i>Contract only:</i></p> <p>_____</p> <p>Fiscal Service</p> <p>Budget code:</p> <p>_____</p>
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**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 0910-0156

**E-Rate Application and Award of Bids/Agreements - Fiscal
Year 2010-2011 (Conditional)**

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

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

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

WHEREAS, the District is eligible to file its Year 13 E-Rate application with the SLD for funding pursuant to applicable eligibility standards and criteria,

WHEREAS, the Superintendent of Schools, in a Board Memorandum, dated January 27, 2010, recommends the approval of said application for the reasons stated in the memorandum, and delineates how funds, if granted, will be used, which is incorporated herein by reference as though fully set forth,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education, based upon said recommendation, hereby authorizes the filing of the Oakland Unified School District's Year 13 E-Rate Application - FCC Form 470 - with the Schools and Libraries Division (SLD) of the Universal Services Administrative Company seeking approximately \$1,635,843.00 in E-Rate Funds for Fiscal Year 2010-2011; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes and appropriates District matching funds and necessary equipment and software costs of up to \$236,697.00, to be incorporated in the Fiscal Year 2010-2011 Budget and distributed to and taken from the following accounts, as may be required: \$207,122.00 from the E-Rate Facilities 2122/9099 account (or successor account) and \$29,575.00 from the unrestricted Data Processing Account (or successor account); and,

BE IT FURTHER RESOLVED, that the Board hereby conditionally approves Award of Bids and Agreements for the wiring of schools listed in the table below:

Group	Group Description	Affected Schools
Grp 1	Data Infrastructure Upgrades	Edward Shands Adult
		Bond Street Adult
		Neighborhood Centers Adult
		Clinton Park Adult

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

Resolution No. 0910-0156

**E-Rate Application and Award of Bids/Agreements - Fiscal
Year 2010-2011 (Conditional)**

Page 2 of 4

Grp 2	Data Infrastructure Upgrades	YES High School
		Acorn Woodland CDC
		Bridges CDC (Melrose)
		Centro Infantil De La Raza CDC
		Centro Infantil Annex CDC
		Cox CDC
		Emerson CDC
		Golden Gate CDC
		International CDC
		Yuk Yau CDC
		Yuk Yau Annex CDC
Grp 3	Data Infrastructure Upgrades	Alice Street CDC
		Allendale CDC
		Bella Vista CDC
		Brookfield CDC
		Fruitvale State Pre-K
		H. R. Tubman CDC
		Hintil Kuu CA CDC
		Jefferson CDC

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

Resolution No. 0910-0156

**E-Rate Application and Award of Bids/Agreements - Fiscal
Year 2010-2011 (Conditional)**

Page 3 of 4

	Laurel CDC
	M.L. King, Jr. CDC
	Manzanita CDC
	Peralta CDC
	Piedmont Avenue CDC
	Sequoia CDC
	Stonehurst CDC

to the following vendors: **Digital Design Communications** for Group 1 schools identified in the RFP/table above for a cumulative amount not to exceed **\$497,297.00**; **Aeko Consulting** for Group 2 schools identified in the RFP/table above for a cumulative amount not to exceed **\$712,359.00**; **Digital Design Communications** for Group 3 schools identified in the RFP/table above for a cumulative amount not to exceed **\$605,058.00** and with **School Wires** for web hosting in an amount not to exceed **\$173,475.00** for **3 years**; each Award and Agreement stated herein, subject to or limited to the amount of funds approved and awarded to the District by SLD, if any, for the purpose(s) of the Awarded Bid and subject to appropriation of said funds, in whole or in part, by the Board; and

BE IT FURTHER RESOLVED, that the Board further authorizes acceptance of and execution of said Grant Agreement and any amendments thereto with SLD for Fiscal Year 2010-2011 and Agreements or Amendments with vendors named herein by the President and Secretary of the Board, each and all documents referenced herein, subject to form and content approval by the General Counsel.

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

Resolution No. 0910-0156

E-Rate Application and Award of Bids/Agreements - Fiscal
Year 2010-2011 (Conditional)

Page 4 of 4

PASSED BY THE FOLLOWING VOTE:

AYES: Jumoke Hodge, David Kakishiba, Jody London, Alice Spearman,
Vice President Christopher Dobbins, President Gary Yee

NAYS: None

ABSTAINED: None

ABSENT: Noel Gallo

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Education at a publicly noticed Regular Meeting of said Board held February 10, 2010.



Edgar Rakestraw, Secretary

Board of Education

Oakland Unified School District

LEGISLATIVE FILE

File ID No. 10-0198
Introduction Date 2-1-10
Enactment No. 10-0284
Enactment Date 2-10-10

HOME | CANCEL | HELP

FCC Form 470

Universal Service Program Description of Services Requested and Certification Form



Entity Number: 144227
Contact Person: Paul Hoy

Applicant's Form Identifier: OUSD470Y13
Phone Number: 510-879-8277

FCC Form

Approval by OMB
 3060-0806

470

**Schools and Libraries Universal Service
 Program Description of Services Requested
 and Certification Form**



Form 470 Application Number: 910950000781735

19. I certify that the applicant includes: (Check one or both.)

- a. schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7081(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

20. I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. individual technology plans for using the services requested in the application; and/or
- b. higher-level technology plans for using the services requested in the application; or
- c. no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by


means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

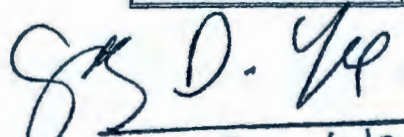
23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

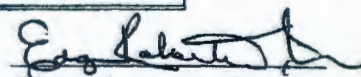
25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person		28. Date	1/5/09
29. Printed name of authorized person	Laura Moran		
30. Title or position of authorized person	Chief Services Officer		
31a. Street Address of authorized person	1025 2nd Ave Oakland, CA 94606-2212		
31b. Telephone Number of authorized person	(510) 879-4663		
31c. Fax Number of authorized person	(510) 879-8011		
31d. E-mail address of authorized person	laura.moran@ousd.k12.ca.us		
31e. Name of authorized person's employer	Oakland Unified School District		


 Gary D. Yee, Ed.D.
 President, Board of Education 2/11/10

Form 470 Application Number: 910950000781735
 OAKLAND UNIFIED SCHOOL DIST
 1025 SECOND AVE.
 OAKLAND, CA 94606-


 Edgar Rakestraw, Jr., Secretary
 Board of Education 2/11/10

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the SLD client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government, is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide this information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, D.C. 20554.

Please submit this form to:

**SLD - Form 470
P.O. Box 7026
Lawrence, KS 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, KS 66046
1-888-203-8100**

FCC Form 470
November 2004

Done

470

**Schools and Libraries Universal Service
Description of Services Requested
and Certification Form**

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 910950000781735
Applicant's Form Identifier: OUSD470Y13
Application Status: COMPLETE
Posting Date: 12/22/2009
Allowable Contract Date: 01/19/2010
Certification Received Date:

1. Name of Applicant: OAKLAND UNIFIED SCHOOL DIST		
2. Funding Year: 07/01/2010 - 06/30/2011	3. Your Entity Number 144227	
4a. Applicant's Street Address, P.O.Box, or Route Number 1025 SECOND AVE.		
City OAKLAND	State CA	Zip Code 94606
b. Telephone number (510) 879- 8200	c. Fax number (510) 879- 1848	
5. Type Of Applicant <input checked="" type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools) <input checked="" type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input checked="" type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
6a. Contact Person's Name: Paul Hoy		
First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.		
6b. Street Address, P.O.Box, or Route Number <input checked="" type="checkbox"/> 1025 2nd Ave		
City Oakland	State CA	Zip Code 94606-2212
Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.		
<input checked="" type="checkbox"/> 6c. Telephone Number (510) 879- 8277		
<input checked="" type="checkbox"/> 6d. Fax Number (510) 879- 1848		

6e. E-mail Address paul.hoy@ousd.k12.ca.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. Services for which a new written contract is sought for the funding year in Item 2.
 Check if you are seeking a multi-year contract and/or a contract featuring voluntary extensions

c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 Telecommunications Services
Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a. YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b. NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c. Check this box if you prefer discounts on your bill. Check this box if you prefer reimbursement after paying your bill in full. Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Cellular Services	Districtwide
Data Services for Portable Electronic Devices	Districtwide

9 Internet Access
Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a. YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at <http://web.ousd.k12.ca.us/erate.aspx> or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b. NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See

the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	---	--

Service or Function:	Quantity and/or Capacity:
Data Services for Portable Electronic Devices	Districtwide(no RFP for these services)
Student E-mail	20,000 + Students (no RFP for these services)
Webhosting	Please See RFP
internet access	Districtwide (no RFP for these services)

10 **Internal Connections Other than Basic Maintenance**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at <http://web.ousd.k12.ca.us/erate.aspx> or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	---	--

Service or Function:	Quantity and/or Capacity:
Content Management System Implementation	Please See RFP

11 **Basic Maintenance of Internal Connections**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

b NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

<input type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input type="checkbox"/> Check this box if you do not have a preference.
---	---	--

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be

the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name: Paul Hoy	Title: Director of Enterprise Network Services,
Telephone number (510) 879 - 8277	
Fax number ()-	
E-mail Address erate@ousd.k12.ca.us	

13a. Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.
The district may consider a multi-year contract and/or a contract featuring voluntary extensions.

Block 3: Technology Resources

14. **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

- a. Desktop software: Software required has been purchased; and/or is being sought.
- b. Electrical systems: adequate electrical capacity is in place or has already been arranged; and/or upgrading for additional electrical capacity is being sought.
- c. Computers: a sufficient quantity of computers has been purchased; and/or is being sought.
- d. Computer hardware maintenance: adequate arrangements have been made; and/or are being sought.
- e. Staff development: all staff have had an appropriate level of training /additional training has already been scheduled; and/or training is being sought.
- f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills

for these services.

a. Individual school or single-site library.

b. Statewide application for (enter 2-letter state code) representing (check all that apply):

- All public schools/districts in the state:
- All non-public schools in the state:
- All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. If checked, complete Item 18.

c. School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	120
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
510	336, 444, 465, 534, 536, 562, 632, 635, 652, 654

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
OAKLAND UNIFIED SCHOOL DIST	144227

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

Block 5: Certification and Signature

19. I certify that the applicant includes:(Check one or both.)

- a. schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. individual technology plans for using the services requested in the application, and/or
- b. higher-level technology plans for using the services requested in the application, or
- c. no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone

service and/or voice mail only

21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person:

28. Date (mm/dd/yyyy):

29. Printed name of authorized person: Laura Moran

30. Title or position of authorized person: Chief Services Officer

31a. Address of authorized person: 1025 2nd Ave
City: Oakland State: CA Zip: 94606-2212

31b. Telephone number of authorized person: (510) 879 - 4663

31c. Fax number of authorized person: (510) 8798011

31d. E-mail address number of authorized person: laura.moran@ousd.k12.ca.us

31e. Name of authorized person's employer: Oakland Unified School District

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding

process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
November 2004



**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 13**

The Oakland Unified School District ("District") and School Wires ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 13 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2010 and shall terminate on June 30, 2011 for recurring services or on September 30, 200x for non-recurring services. Total costs of the goods and services shall not exceed \$57,825.

Service Provider:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Applicant Name: Oakland Unified School District

Signature: _____

Print Name: _____

Title: _____

Date: _____

[Handwritten Signature]

Grand D. Year, Ed.D.
President, Board of Education 2/11/10

[Handwritten Signature]

Edgar Rakestraw, Jr., Secretary
Board of Education 2/11/10

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: *[Handwritten Signature]*

Attorney at Law

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 13 GROUP 3**

The Oakland Unified School District ("District") and Digital Design Communications ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 13 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2010 and shall terminate on June 30, 2011 for recurring services or on September 30, 2011 for non-recurring services. Total costs of the goods and services shall not exceed \$770,997.68.

Service Provider:

Signature: 

Printed Name: RAFAEL J. ZAMORA


Title: CHAIRMAN

Date: 2/11/10

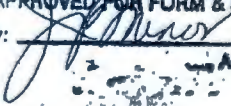
Applicant Name: Oakland Unified School District

Signature:  2/11/10
Gary D. Yee, Ed.D.
President, Board of Education

Print Name: _____

Title: _____
Date:  2/11/10
Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBST.

By: 
Attorney at Law

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 13 GROUP 2**


The Oakland Unified School District ("District") and Aeko Consulting ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 13 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

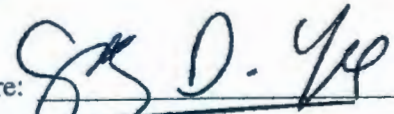
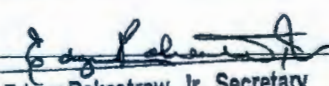
- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

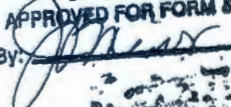
Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2010 and shall terminate on June 30, 2011 for recurring services or on September 30, 2011 for non-recurring services. Total costs of the goods and services shall not exceed \$476,533.

Service Provider:

Signature: 
Printed Name: Gboyega Aladeybanu
Title: Principal
Date: 2/12/10

Applicant Name: Oakland Unified School District

Signature: 
Print Name: Gary D. Yee, Ed.D.
President, Board of Education
Title: 
Date: 2/11/10
Edgar Rakestraw, Jr., Secretary
Board of Education

OAKLAND UNIFIED SCHOOL DI...
Office of General Counsel
APPROVED FOR FORM & SUBSTAN...
By: 
Attorney at Law

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 13 GROUP 1**

The Oakland Unified School District ("District") and Digital Design Communications ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 13 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2010 and shall terminate on June 30, 2011 for recurring services or on September 30, 2011 for non-recurring services. Total costs of the goods and services shall not exceed \$480,865.36.

Service Provider:

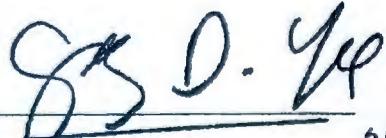
Signature: 

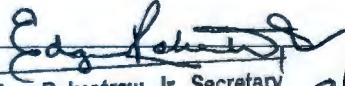
Printed Name: RAFAEL J. ZAMORA

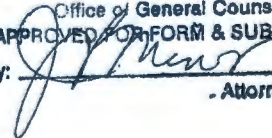
Title: CHAIRMAN

Date: 2/11/10

Applicant Name: Oakland Unified School District

Signature:  2/11/10
Print Name: Gary D. Yee, Ed.D.
President, Board of Education

Title: 
Date: Edgar Rakestraw, Jr., Secretary
Board of Education 2/11/10

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 13**

The Oakland Unified School District ("District") and School Wires ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 13 effort. Service Provider was selected based on Service Provider's response to the District's RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2010 and shall terminate on June 30, 2011 for recurring services or on September 30, 2010 for non-recurring services. Total costs of the goods and services shall not exceed \$57,825.

Service Provider:

Applicant Name: Oakland Unified School District

Signature: *Christiane Crawford*

Signature: *G. D. Yee* 2/11/10
G. D. Yee, Ed.D.
President, Board of Education

Printed Name: Christiane Crawford

Print Name: *Edgar Rakestraw, Jr.*
Edgar Rakestraw, Jr., Secretary
Board of Education 2/11/10

Title: COO

Date: _____

Date: 2-12-10

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: *J. J. [Signature]*
Attorney at Law

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
	<input type="checkbox"/> For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact *Emails about this contract should be sent to:* janice.chinn

Contractor Information

Contractor Name	AEKO CONSULTING	Agency's Contact	GBOYEGA ALADEGBAMI				
OUSD Vendor ID #	I011066	Title	President				
Street Address	1939 Harrison Street, Suite 420	City	Oakland	State	CA	Zip	94612
Telephone	(510) 763-2356	Email	gboyega@aeko.com				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	01/09/2012	Date work will end	09/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 45,748.44

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
		Contract Total	6200	\$ 299,590.99
		USAC Approved Discount	6200	\$ -253,842.55
9909	ERate Facilities	9869901803	6200	\$
Requisition No.	R0202628		Total Contract Amount	\$ 45,748.44

Approval and Routing (in order of approval steps)

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

1.	Administrator / Manager (Originator)	Name	Paul Hoy	Phone	(510) 879-8277	
	Site / Department	Technology Services		Fax		
	Signature			Date Approved	2/13/2012	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature			Date Approved		
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature			Date Approved		
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000					
5.	Signature			Date Approved		
	Superintendent, Board of Education <i>Signature on the legal contract</i>					
Legal Required if not using standard contract		Approved		Denied - Reason		
Procurement		Date Received		PO Number		
					Date	2/15/12





PROFESSIONAL SERVICES FACILITIES CONTRAC

File ID 10-0198
2-1-10
10-0284
2-10-10

This Agreement is entered into between the Oakland Unified School District (OUSD) and AEKO Consulting, is authorized by Government Code Section 53060 to contract for the furnishing of special services and accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
- 2. Terms: CONTRACTOR shall commence work on 3/1/2012. The work shall be completed no later than 9/30/2012.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed two hundred and ninety-nine thousand, five hundred and ninety and ninety-nine cents (\$299,590.99). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows:

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - Signed Agreement
 - Workers' Compensation Certification
 - Insurance Certificates and Endorsements
- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except:
- 6. CONTRACTOR Qualifications / Performance of Services.
 - a. CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 7. Notices/Invoicing: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:
Name: Timothy White
Site /Dept.: Facilities Planning and Management
Address: 955 High Street
Oakland, CA 947601
Phone: (510)879-3664

CONTRACTOR:
Name: Gboyega Aladegbami
Title: Principal
Address: 1939 Harrison Street, Suite 420,
Oakland, CA 94612
Phone: 510-763-2356

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

- 8. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered

officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

9.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

9.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

9.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

9.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

9.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

9.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

9.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

9.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

9.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

9.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

9.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

9.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

9.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

9.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans,

- specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
 18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
 26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
 27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
 28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
 29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Directions

This page includes a template to assist with creation of a basic scope of work. If you complete this contract electronically some of the fields in this template will fill-in automatically. Use of this template is not required. If you choose not to use this template please ensure that your scope of work addresses all of the areas identified in the template.

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

SCOPE OF WORK

Contractor Name: AEKO Consulting, Inc.

Billing Rate: \$125/hr.

Description of Services to be Provided

AEKO will perform the underlisted services in accordance with the outlined specifications conveyed in the design review document and relevant industry practices.

1. Project Management and Technical Supervision.
2. Materials and Interoperability verification services.
3. Hardware Procurement and Installation Services.
4. Cabling Installation Services.
5. Cable and Hardware Installation Testing Services
6. Completion Verification.
7. Design Documentation.

Following are the affected schools and a summary of component quantities to be installed at each site:

GROUP	SCHOOL CDCs	CAT 6 Drops	MDFs	IDFs
2	Acorn Woodland	47	0	2
2	Bridges CDC	20	0	1
2	Centro Infantil De La Raza	61	1	1
2	Cox	24	0	1
2	Emerson	40	0	1
2	International	43	0	1
2	Yuk Yau	47	1	1
Group 2 Totals		282	2	8

EXHIBIT B

Pricing

SCHOOL	Service (Cabling)	Services (Network)	Cable Materials	Network Materials	Total
Acorn	\$13,421.30	\$8,306.52	\$10,676.34	\$24,278.78	\$56,682.93
Bridges CDC	\$5,219.00	\$4,142.20	\$5,035.56	\$7,902.56	\$22,299.32
Centro Infantil	\$18,378.10	\$10,583.84	\$8,615.04	\$33,792.76	\$71,369.74
Cox	\$5,095.80	\$3,896.80	\$3,534.78	\$7,902.56	\$20,429.95
Emerson	\$14,528.60	\$5,699.39	\$6,588.26	\$9,075.30	\$35,891.54
International	\$8,686.30	\$5,053.62	\$4,384.35	\$7,536.19	\$25,660.46
Yuk Yau	\$19,631.60	\$9,263.96	\$9,012.84	\$29,348.65	\$67,257.05
TOTAL	\$84,960.70	\$46,946.32	\$47,847.18	\$119,836.79	\$299,590.99

Note

Bond is required only for the cabling portion of the project. The electronics portion is not considered as public works and do not require bonding.

Total for Cabling Services	\$84,960.70
Total for Cabling materials	\$47,847.18
Grand Total for Cabling (and bond)	<u>\$132,807.88</u>



OUSD E-RATE 13 SERVICES
(Statement of Work)



Overview

This Statement of Work, (SOW) which is also an addendum to the Master Agreement, provides product specification, performance requirements, general design considerations, installation guidelines, and approval procedure. This SOW is based upon the terms and conditions outlined in the OUSD RFP for E-Rate Year 13 Internal Connections (RFP). Where the terms of the RFP are not specifically contradicted in this Scope of Work or the accompanying Master Agreement, the terms of the RFP shall apply.

AEKO will provide project management, site supervision, professional services, and labor required to comply with the work described in this document. Such includes design-build, integration services, and certification/testing documentation for each school listed. The ultimate objective for these schools is to ensure connectivity to all classrooms, computer laboratories, libraries, instructional areas and work areas, as specified in this SOW. However, electrical work is not included in this agreement.

Also specified are the following:

1. That copper, fiber or coaxial cable will not be installed aurally.
2. The cost of the complete replacement and cleanup of network wiring, including removal and disposal of old wiring is included in the total project cost.
3. The performance of final, industry standard testing on all installed fiber and copper cables at a 100% pass rate.

Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Attach proof of general liability and workers' compensation insurance
Contractors with no employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below.

<p><input checked="" type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.</p>	<p><input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.</p>
--	---

CONTRACTOR Name: AEKO Consulting, Inc.

Contractor Signature: *ABami* Date: 2/10/12

Print Name and Title: Gboyega Aladegbami, Principal

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

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

Professional Services Contract

[Signature]

President, Board of Education
 Interim Superintendent

2/28/12
Date

[Signature]

Contractor Signature

2/10/12
Date

[Signature]

Secretary,
Board of Education

2/28/12
Date

Gboyega Aladegbami, Principal
Print Name, Title

[Signature]

Assistant Superintendent,
Department of Facilities Planning and Management

Date

Board Office Use: Legislative File Info.	
File ID Number	10-0198
Introduction Date	2-1-10
Enactment Number	10-0284
Enactment Date	2-10-10 <i>[BJ]</i>

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent
APPROVED

By: *[Signature]*

Superintendent



OUSD E-RATE 13 SERVICES
(Statement of Work)



Scope of Work

AEKO will perform the underlisted services in accordance with the outlined specifications conveyed in the design review document and relevant industry practices.

1. Project Management and Technical Supervision.
2. Materials and Interoperability verification services.
3. Hardware Procurement and Installation Services.
4. Cabling Installation Services.
5. Cable and Hardware Installation Testing Services
6. Completion Verification.
7. Design Documentation.

Project Management and Technical Supervision

AEKO will provide project management services for the tasks described in this scope of Work including the responsibility for the establishment of a framework for project communications, reporting, procedure and contractual activity. The project manager designated by AEKO will perform the following tasks:

1. Review the SOW and contractual responsibilities of both parties with the OUSD Project Manager.
2. Maintain project communications through the OUSD Project Manager.
3. Establish documentation and procedural standards for the development of the project.
4. Resolve deviations from the Project Implementation Plan.
5. Prepare and submit monthly Status Reports to the OUSD Project Manager.
6. Review and administer the Project Change Control Procedure with the OUSD Project Manager.
7. Coordinate and manage the technical activities of AEKO and subcontractors' project personnel.



OUSD E-RATE 13 SERVICES
(Statement of Work)



Materials and Interoperability

AEKO will furnish, install, connect and test the networking system, including all components, cabinets, terminals, conduits and cabling system in accordance with design services provided under the specification document.

Hardware Procurement and Installation

AEKO will coordinate hardware ordering, shipping and billing, title transfer for the cabling, network and other equipment procured for the completion of the tasks outlined in this scope of work.

Installation of Racks and Cabinets (MDF)

AEKO shall install cabinets in all MDF according to the following specifications

1. Install full-size, floor mounted fully enclosed, lockable cabinet in MDF. Minimum of one cabinet per MDF. If there is insufficient room for a fully enclosed cabinet, a two-post aluminum rack may be substituted only with the written permission of Tech OUSD.
2. Properly mount and ground all racks.
3. Install 19" rack-mounted horizontal patch cord/cable organizers for cable management in MDF.
4. Install vertical jumper retainer cable organizers mounted to front of rack, on sides of rack frame (two per rack), running the full height of rack.
5. Install 18" wide ladder rack between the top of rack and backboard with associated hanger supports and seismic bracing.
6. Install one 12-port 19" rack mountable, one unit high combination patch panel LIU. (One LIU for each 12-strand fiber cable). LIU shall contain rear fiber entry slots, wire retainers, fiber storage drum, slide out rails for front access, and jumper trough for cable management in MDF.
7. Install one 19" surge protected rack-mounted 3-wire electrical power strip with a minimum of 12-single outlets, mounted horizontally in MDF One power strip per rack.
8. Install center weighted shelves for district supplied servers, keypads and monitor with associated seismic straps. Minimum of one shelf per rack.

Cabinets in Large IDFs (greater than 48 terminations)

AEKO shall install cabinets in all Large IDF according to the following specifications

1. Install full-size, floor mounted fully enclosed, lockable cabinet in IDF. Minimum of one cabinet per IDF. If there is insufficient room for a fully enclosed cabinet, a two-post aluminum rack may be substituted only with the written permission of Tech OUSD.
2. Properly mount and ground all racks.



OUSD E-RATE 13 SERVICES
(Statement of Work)



3. Install 19" rack mounted horizontal patch cord/cable organizers for cable management in IDF.
4. Install vertical jumper retainer cable organizers mounted to front of rack, on sides of rack frame (two per rack), running the full height of rack.
5. Install 18" wide ladder rack between the top of rack and backboard with associated hanger supports and seismic bracing.
6. Install one 12-port 19" rack mountable, one unit high combination patch panel LIU. (One LIU for each 12-strand fiber cable). LIU shall contain rear fiber entry slots, wire retainers, fiber storage drum, slide out rails for front access, and jumper trough for cable management in IDF.
7. Install a minimum of one 19" surge protected rack-mounted 3-wire electrical power strip with a minimum of 12-single outlets, mounted horizontally in IDF. Install a minimum of one power strip per rack.

Cabinets in Small IDFs (48 terminations or fewer)

AEKO shall install cabinets in all smaller IDF according to the following specifications

1. Install one 16-gauge wall-mount cabinet with dual hinged lockable solid doors (front and back), having minimum dimensions of 36" high x 24" wide x 24" and maximum dimensions of 48" high x 24" wide x 24", 250 cfm exhaust fan, drilled EIA standard hole spacing, and vented side panels for mounting equipment specified herein at the Small IDF.
2. Properly mount and ground all cabinets.
3. Install one 12-port 19" rack mountable, one unit high combination patch panel LIU. (One LIU for each 12-strand fiber cable). LIU shall contain rear fiber entry slots, wire retainers, fiber storage drum, slide out rails for front access, and jumper trough for cable management in small IDF. Install SC couplings for termination of fiber cables.
4. Install a minimum of one 19" surge protected rack-mounted 3-wire electrical power strip with a minimum of 12-single outlets, mounted horizontally in the Small IDF.

Network Hardware Configuration and Installation

AEKO will test, configure and install the network equipment in the school MDF and IDF. The following subtasks will be performed.

Network Hardware Testing and Configuration

AEKO will provide the following services

1. Unpack and inventory equipment.
2. Perform power-on testing.
3. Configure equipment with appropriate configuration as approved by OUSD.
4. Perform connectivity checks once installed.

Network Hardware in MDF



OUSD E-RATE 13 SERVICES
(Statement of Work)



Install one Cisco CISCO2921-VSEC/K9 2921 Voice Bundle PVD3-32 LIC & SEC LIC PARK in MDF, with two 10/100/1000 Ethernet ports, 128 MB of Flash Memory and 256 MB of Main Memory. Install High density voice/fax extension module (EVM-HD-8FXS/DID) and Four-Port Voice Interface Card (VIC2-4FXO). Install Cisco GLC-SX-MM SFP module

1. Install minimum of one Cisco 3750G-12S (WS-C3750G-12S-S) switch. Install additional Cisco 3750G-12S Switches as needed to provide additional IDF connectivity.
2. Install sufficient WS-C3560X-24P-L (WS-C3560X-24P-L) switched to provide sufficient ports for all phone, wireless access point and clock/bell/speaker drops, with a minimum of one WS-C3560X-24P-L (WS-C3560X-24P-L) switch per MDF, with WS-3560X-24TS (WS-C3560X-24T-L) non-powered switches for the remaining terminations.
3. Install Cisco 4400 series Controller (or approved equivalent)
4. Install two Cisco GLC-T 1000 Base-T SFP's in the 3750G-12S switch.
5. Install Cisco GLC-SX-MM SFP modules (Multimode Only) in all remaining SFP ports.
6. Install 2 meter LC to LC, LC to SC, or SC to SC Multimode Fiber Patch Cables in all fiber ports.
7. Install one rack-mounted UPS for all switches and servers 1 hour minimum up time and appropriately rated for equipment in the MDF.
8. Install CAT6 patch cables in each port.
9. Install Tripp Lite Uninterrupted Power supply (SU2200RTXL2Ua) and sufficient battery packs (BP48V242U) to provide 1 hour power protection for router, all POE switches and all backbone switching equipment.
10. All Cisco equipment installed will include Cisco SmartNet 8x5xNBD warranty.

Networking Hardware in each IDF

1. Install sufficient WS-C3560X-24P-L (WS-C3560X-24P-L) switches to provide sufficient ports for all phones, wireless access point and clock/bell/speaker drops, with a minimum of one WS-C3560X-24P-L (WS-C3560X-24P-L) switch per IDF, with 3560-24TS (WS-C3560X-24T-L) non-powered switches for the remaining terminations.
2. Install GLC-SX-MM SFP modules (Multimode Only) in all SFP ports.
3. Install 2 meter LC to LC, LC to SC or SC to SC Multimode Fiber Patch Cables in all fiber ports.
4. Install one rack-mounted UPS for all switches and servers (1 hour) in IDF.
5. Install CAT 6 patch cables in each port.
6. Install Tripp Lite Uninterruptible Power Supply (SU2200RTXL2Ua) and sufficient battery packs (BP48V24U) to provide 1 hour power protection for all POE switches and backbone switching equipment.
7. All Cisco equipment installed will include Cisco SmartNet 8x5xNBD warranty.



OUSD E-RATE 13 SERVICES
(Statement of Work)



Wireless Equipment

AEKO will install, test and configure Light Weight Access Points (LAP) in identified areas of each campus in accordance with the design services provided in the specification document. The following subtasks will be performed.

Wireless Hardware

1. Install Wireless Access Points to allow full wireless coverage for all internal areas, including classrooms, lounges, administrative areas and hallways.
2. Install one AIR-CT5508-25-K wireless controller in the OUSD Network Operation Center that will control all LAP in all Group 2 schools
3. Wireless Access Points will be installed to minimize overlapping areas of coverage between Access Points.
4. Wireless Access Points shall be AIR-LAP1142N-A-K9(802.11a/g/n Controller-based AP
5. ; Internal Antenna; FCC Cfg)
6. Wireless access point, antenna and antenna cabling shall be installed in an area not visible to public access whenever possible, such as within the ceiling or a secured utilities closet.
7. When a wireless access point must be installed in a public access area such as a hallway, it will be positioned at least 10 feet above floor level or installed in a secure, locking cabinet.
8. All Cisco equipment installed will include Cisco SmartNet 8xSxNBD warranty.

Cabling Installation

AEKO will perform cabling in the proposed Schools in conformance with the specifications outlined below.

Conduit

AEKO will utilize conduits for all fiber runs. AEKO will install at the minimum, two 2" conduits to house fiber and copper cabling. Additional conduit or larger conduit shall be specified as necessary.

Fiber Cables

AEKO will install Fiber optic cables in accordance with the design specification below and standard industry practice.



OUSD E-RATE 13 SERVICES
(Statement of Work)



1. Install 6-strand multi-mode outside plant Fiber Optic cable from the MDF to each IDF.
2. Fiber Optic cable shall have continuous sheath continuity.
3. Each Fiber Optic cable shall be identified with a pre-established uniform numbering system. Identification will be securely attached to the cable at each end, whenever it enters or leaves a conduit, and at the MDF and IDF.
4. Fiber Optic cable must be installed in 1" corrugated type innerduct (orange in color) when running in shared conduit. Armored fiber is an acceptable alternative.
5. Terminate all 6 fiber strands at each end of the cable with SC type connectors.
6. Labeling of all terminations will be done to industry standards.

Category 6 Cables

AEKO will install Category 6 Cables in accordance with the design specification below and standard industry practice.

1. Install 9 new PVC rated Category 6 cables for each classroom and 33 cables per computer lab.
2. 5 data cables are for student use and 2 data cables are for teacher use, 1 data cable is for telephone handset and 1 data cable is for clock/bell/speaker.
3. Install 1 new PVC rated Category 6 cable for each clock, bell or speaker location, both internal and external.
4. For CDC / ECE Early Childhood Centers:
 - a. Classroom Outlets: 7 Drops per classroom (typically 3 student, 2 teacher, 1 phone and 1 clock/bell drop). No more than 1 single jack every 30 inches or 2 dual jacks every 60 inches, except for teacher station.
 - b. Auditorium/Multipurpose Room Outlets: 8 Drops per auditorium/multipurpose room. No more than 1 single jack every 30 inches or 2 dual jacks every 60 inches.
5. Install 2-channel metal (aluminum model AL4000 or steel model 4000) surface-mounted raceway for the accommodation of new data cables and new AC electrical cable in the classrooms and computer labs to industry standards. A total of 36 feet of surface-mounted raceway per classroom and computer lab.
6. The CAT 6 4-pair cable will meet EIA/TIA Commercial Building Telecommunications Wiring Standards.
7. Terminate the new Category 6 station cable on jacks at the station end and at the patch panel at the MDF or IDF end.
8. Maintain the outer jacket of all Category 6 cables up to the leading edge of the wiring block at both ends of the cable.
9. All jacks will use the EIA/TIA-568B wiring configuration.
10. Maintain twists on all Category 6 cables up to the edge of the termination point of the data jack.
11. No more than 2 data jacks will be terminated at each receptacle.
12. Data Receptacles shall be placed in appropriate locations according to industry standards.
13. Data receptacles shall be separated by no less than 30 inches for a single data jack receptacle, and no less than 60 inches for a dual data jack receptacle.



OUSD E-RATE 13 SERVICES
(Statement of Work)



14. Labeling of all terminations will be done to industry standards.
15. Install new Category 6 patch cords in varying lengths (equal numbers of 7, 10 and 14 feet) as needed. Provide one patch cord of varying length and one 3 foot patch cord for each small IDF switch port. Provide one patch cord of varying length and one 7 foot patch cord for each large IDF or MDF switch port.
16. Install one new Category 6 cables for each access point. Data jacks for access points are to be installed to industry standards. All cables will route through newly installed pathways.
17. Install 32 new Category 6 cables for each computer laboratory. Data jacks for access points are to be installed to industry standards. All cables will route through newly installed pathways.
18. Install two new Category 6 cables in each private administrative office.
19. Install two Category 6 cable per workstation in shared administrative work area.
20. Install a minimum of one Category 6 cables for network printers in shared administrative work areas.
21. Install a minimum of one Category 6 cables for network copiers in shared administrative work areas.
22. Install eight Category 6 cables in the Auditorium/Multipurpose Rooms for workstations and printers. Locations for the data jacks in the Auditorium/Multipurpose rooms to be determined by OUSD Senior Architect and a representative from OUSD Technology Services Department.

Testing

AEKO will test all installed fiber optic and category 6 cables in accordance with the requirements outlined below:

1. Testing of all new copper and fiber cable.
2. Testing for copper cables will include continuity, shorts, crosses, grounds, attenuation, impedance, near-end-cross talk (NEXT) and distance.
3. Testing all fibers, using a Power Meter and light source, at 850 nm and 1300 nm.
4. Pre-testing of all fibers prior to removing the cable from the reel to install.
5. Test all rooms and hallways for wireless coverage.
6. These test results will be provided to OUSD Technology Services Department in soft (cd-rom) and hard copy form when testing is completed.

Completion

AEKO will perform all installation, configuration and Testing services in accordance with the specifications of this design document and the relevant industry practices. Each school installation will be considered complete after the following tasks have been accomplished:



OUSD E-RATE 13 SERVICES
(Statement of Work)



1. All system testing has been completed
2. Installer assures that entire system is in working order
3. All Cable Test Forms have been submitted to the District in both hard and soft copy.
4. All ceiling panels previously removed have been put back in place.
5. All system labels have been put in place.
6. All construction debris and scrap materials have been removed from project site.
7. All marked up, project record documents have been returned to the District.
8. All unused customer material has been returned to the District.
9. The District has successfully completed acceptance testing of the network installation.
10. The District's Technology Services Department-Office of Technology Support Coordinator has inspected and accepted the installation.
11. Documentation, to include as-built with required hard and soft copies.

Design Documentation

AEKO will provide the following deliverables to fulfill the Design Documentation requirements of the Request for Information:

1. Drawing of logical network configuration both in hard and soft copy format which includes:
 - o All SNMP managed devices
 - o IP addresses of all network equipment
 - o Location of equipment
 - o Riser diagram to include cable types and counts
 - o Drop types and counts
2. A material list specifying quantity and part/specification and serial numbers on an IDF and MDF room-by-room basis.
3. Coordinate cable runs and rack equipment locations with the Technology Services Department during the initial design of the cable installation. Agree with Technology Services as to the final location of all devices and the cable plant design.
4. Complete set of floor plans indicating entire system configuration, both in hard copy and in soft copy format. Floor plans have to include existing and new installation.



OUSD E-RATE 13 SERVICES
(Statement of Work)



Affected Schools

Group 2 Schools
Acorn
Bridges CDC
Centro Infantil
Cox
Emerson
International
Yuk Yau



OUSD E-RATE 13 SERVICES
(Statement of Work)



Terms and Conditions

Oakland Unified School District (OUSD) Project Manager

Prior to the start of the SOW, OUSD will designate an authorized representative, called the OUSD Project Manager, who will be the focal point for all AEKO communications related to the project and will have the authority to make binding decisions and act on behalf of OUSD in matters regarding this project. The OUSD Project Manager's responsibilities would include, but are not limited to the following:

1. Review the SOW and the contractual responsibilities of both parties with the AEKO Project Manager.
2. Serve as the interface between AEKO and all OUSD departments participating in the project.
3. Attend project meetings.
4. Schedule participation of all the OUSD subject matter experts and/or technical personnel for all required interviews and work sessions.
5. Provide the information, access and system requirements necessary for AEKO to perform the tasks described within the SOW in a timely manner so as not to delay the progress of work.
6. Provide, when available, network architecture reports, diagrams, and additional planning information, such as contact names and telephone numbers, locations, and network services required at OUSD.
7. Resolve deviations from the estimated schedule, which may be caused by OUSD, its entities, employees, contractors, subcontractors, suppliers, and vendors, or any other agency, organization or persons beyond AEKO's control.
8. Help resolve project issues and escalate issues within the OUSD as necessary.
9. With the AEKO Project Manager, and if necessary, administer Project Change Control in accordance with a Change Order document such as AEKO's "Project Change Control Procedure" document.
10. Review with the AEKO Project Manager any OUSD invoice or billing requirements.
11. Provide early feedback to alert the designated AEKO representative if there are concerns that AEKO personnel are not performing satisfactorily.

Key Assumptions

AEKO's pricing to perform is based on the SOW and the following key assumptions.

1. AEKO and the OUSD Project Manager will work together to establish the schedule of project delivery, including site prioritization, milestones etc.



OUSD E-RATE 13 SERVICES
(Statement of Work)



2. AEKO will be allowed to provide services under this SOW during the hours of 7:00 am and 11:00 pm on Monday through Friday, except AEKO holidays, unless otherwise mutually agreed.
3. AEKO may use approved subcontractors in the performance of its responsibilities under this SOW.
4. Services provided under this SOW will be performed at the OUSD in Oakland, California, and the outlying areas, and at off-site locations, including AEKO offices.
5. OUSD has personnel with technical skills needed to participate in this project and will make these resources available to AEKO to assist in performing the tasks described in this SOW.
6. The timeline and costs of this project are dependent upon the completeness, accuracy, currency, and availability of necessary OUSD supplied data, and the availability of *key* OUSD personnel for interviews. AEKO is not responsible for project delays caused by incomplete, inaccurate, untimely, or unavailable information.
7. Pricing assumes that OUSD selects the Cisco Smartnet offering. All Smartnet-related issues will be addressed directly to Cisco by the OUSD. Smartnet is part of Cisco's Hardware maintenance offering.
8. For Cisco Smartnet services, AEKO is acting solely as an agent to Cisco in facilitating the Smartnet transaction and has no ongoing obligations or liabilities related to such transaction. Should OUSD elect to modify or extend these Cisco Smartnet services procured on behalf of the OUSD, it will be the responsibility of OUSD to initiate such transaction
9. Installation services will cover the type of hardware in the specification.
10. The wiremold in some classrooms can be salvaged. Hence, a proportion of the total standard 36 feet of surface-mounted raceway per classroom has been estimated.
11. The Charges and payment schedule are based upon continuous performance according to the project schedule contained in the Project Implementation Plan delivered to the OUSD Project Manager at the commencement of AEKO's performance under this SOW. AEKO will invoice to both the District and USAC accordingly, in appropriate portions. OUSD will pay AEKO as its Service Provider directly for the undiscounted portion of the bill. If there is a delay or break in performance caused by anything beyond AEKO's control, then AEKO will be relieved of any remaining obligations under this SOW unless the parties sign a Change Authorization.
12. Adequate access through firewalls and concrete walls will be provided by Oakland Unified School District (OUSD).
13. Should off-hour work be required, OUSD would allow AEKO personnel to sign-out site keys to accommodate the working conditions
14. There is no asbestos or lead paint present at any of the project sites. Oakland Unified School District (OUSD) will provide all hazardous materials abatement for the existing buildings.



OUSD E-RATE 13 SERVICES
(Statement of Work)



15. Prior to the start of work on any site, all design documentation will be reviewed and approved by AEKO and OUSD Technology Services Department.
16. The AEKO Overall Project Manager will be responsible for all AEKO project communications related to this SOW.
17. AEKO staffing assumptions are based on this SOW. The OUSD will make available appropriate resources for interaction, feedback, and advice so as to facilitate AEKO's ability to respond to scope changes efficiently as the environment changes over the period of performance of this Statement of Work.
18. Services will be performed onsite and offsite.
19. At all school sites, additional electrical circuits will need to be installed. In addition, it is probable that one or more sites will require the addition of electrical panels and transformers to adequately support the new power requirements based on OUSD power to data outlet ratio. In order to get a reasonable cost estimate, every panel in each school site will need to be inspected.
20. If work must be rescheduled, OUSD must provide adequate verbal or written notice to the AEKO Project Manager.
21. The pricing provided by AEKO for the equipment and materials needed for completing tasks under this contract are based on the City of Oakland prevailing Sales Tax of 9.75%. Any changes during the course of completing this project would be passed on to the client.
22. The Discount Percentage for the products and services is 86%.
23. The ineligible items for e-rate discount are 1) 21% of the Cisco Voice Bundle Routers and 2) the Triplite horizontal Powerstrip.



**OUSD E-RATE 13 SERVICES
(Statement of Work)**



Pricing

SCHOOL	Service (Cabling)	Services (Electro.)	Cable Materials	Electronic Materials	Total
Acorn	\$13,421.30	\$8,306.52	\$10,676.34	\$24,278.78	\$56,682.93
Bridges CDC	\$5,219.00	\$4,142.20	\$5,035.56	\$7,902.56	\$22,299.32
Centro Infantil	\$18,378.10	\$10,583.84	\$8,615.04	\$33,792.76	\$71,369.74
Cox	\$5,095.80	\$3,896.80	\$3,534.78	\$7,902.56	\$20,429.95
Emerson	\$14,528.60	\$5,699.39	\$6,588.26	\$9,075.30	\$35,891.54
International	\$8,686.30	\$5,053.62	\$4,384.35	\$7,536.19	\$25,660.46
Yuk Yau	\$19,631.60	\$9,263.96	\$9,012.84	\$29,348.65	\$67,257.05
	\$84,960.70	\$46,946.32	\$47,847.18	\$119,836.79	\$299,590.99
Ineligible Items				\$4,425.23	\$4,425.23
Eligible Items	\$84,960.70	\$46,946.32	\$47,847.18	\$115,411.56	\$295,165.76
Discounted Amount	\$73,066.20	\$40,373.84	\$41,148.57	\$99,253.94	\$253,842.55
Undiscounted	\$11,894.50	\$6,572.49	\$6,698.60	\$16,157.62	\$41,323.21
OUSD Total *	\$11,894.50	\$6,572.49	\$6,698.60	\$20,582.85	\$45,748.44

KEY

* OUSD Total is a sum of the Undiscounted portion of the Eligible Items and the Ineligible Products.

The total value of the contract is therefore \$299,590.99 with OUSD responsible for the undiscounted and ineligible component of \$45,748.44 while the Schools and Library Division would cover the discounted portion of \$253,842.55.



OUSD E-RATE 13 SERVICES
(Statement of Work)



Additional Services

All services not covered under this agreement that are requested and provided would be at a flat rate of \$125/hr.



OUSD E-RATE 13 SERVICES
(Statement of Work)



Payment

Upon the delivery of services and products covered in this contract, AEKO will invoice the OUSD and SLD for the discounted portion and OUSD for the undiscounted portion and ineligible items in accordance with E-rate discount billing procedures.

All invoices sent to OUSD will be paid within 15 days of receipt.

OUSD will expeditiously respond to any inquiry from the SLD to facilitate prompt payment of invoices from AEKO to SLD for the Discounted Portion of the contract.

OUSD would be required to pay 100% of any additional services not covered by this agreement within 15 days of receipt of the associated invoices.

Billing for equipment would be contingent only on the delivery to the site.



MAIL DUPLICATE INVOICE TO:
 OUSD - Accounts Payable: 1025 2nd Avenue, Oakland, CA 94606

PURCHASE ORDER
OAKLAND UNIFIED SCHOOL DISTRICT
PROCUREMENT DEPARTMENT

900 HIGH STREET OAKLAND, CA 94601
 PHONE: (510) 434-2235 FAX: (510) 434-2249

PO NUMBER: P1301509

PR NUMBER: R0303565

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE
 All goods and services MUST be delivered AS SPECIFIED - DO NOT SUBSTITUTE
 Delivery address, purchase order number and requisitioner MUST appear on
 all packages, packing lists, Invoices, shipping notices and correspondence related to this order.
 ORDERS MUST BE RECEIVED IN OAKLAND USD WAREHOUSE BY CLOSE OF SCHOOL/FISCAL YEAR - JUNE 30th

PAYMENT CANNOT BE GUARANTEED IF SHIPPED TO ANOTHER ADDRESS THAN BELOW.
FOR PROMPT PAYMENT, ITEMS IN INVOICE MUST BE SAME SEQUENCE AS ITEMS ON PURCHASE

Time is of the essence and this order is contingent upon your acceptance of the specified terms and conditions
 and your ability to meet the before stated delivery date; otherwise, this purchase order is void.

VENDOR ADDRESS:
 AEKO CONSULTING (1011006)
 1939 HARRISON STREET
 SUITE 420
 OAKLAND, CA 94612

Email: None listed
 P1 (510) 763-5613 FX (510) 763-0720

SHIP TO ADDRESS:
 PROCUREMENT & DISTRIBUTION DEPARTMENT
 900 HIGH STREET
 OAKLAND, CA 94601

Site Contact: None listed
 P1 (510) 434-2235 F1 (510) 434-2249

Item #	Quantity	Units	Description of Articles or Services	Unit Price	Total Price
0001	45,748.44	EA	E-RATE YEAR 13 FUNDING - INTERNAL CONNECTIONS - WIRING PROJECT TO REPLACE P1204319 LEGISLATIVE FILE NO. 10-0198 DATE: 2/10/2011 FORM 471 APPLICATION NUMBER: 732364 FUNDING REQUEST NUMBER: 2031096 AEKO CONSULTING - GROUP 2 CONTRACT TOTAL: \$299,590.99 USAC APPROVED DISC: -253,842.55 OUSD RESPONSIBILITY: \$ 45,748.44 JANUARY 9, 2012 - SEPTEMBER 30, 2013 SITE CONTACT: KELVIN CHAN	1.00	45,748.44
				Freight:	0.00
				Tax:	0.00
				Net Total:	45,748.44

Buyer Name: IRVING, TONIE
 Buyer Phone: (510) 434-2235

Buyer #: B6
 Buyer Signature: *Tonie Irving*

MAIL DUPLICATE INVOICE TO:
OUSD - Accounts Payable: 1025 2nd Avenue, Oakland, CA 94606



PURCHASE ORDER
OAKLAND UNIFIED SCHOOL DISTRICT
PROCUREMENT DEPARTMENT

900 HIGH STREET
PHONE: (510) 434-2235

OAKLAND, CA 94601
FAX: (510) 434-2249

PO NUMBER: P1301509

PR NUMBER: R0303565

TERMS AND CONDITIONS

Accepting this Purchase Order for Goods and Services, the Vendor agrees to the following terms and conditions:

- 1 - **NOTICE TO VENDORS:** Vendor agrees by supplying the product(s) and/or service(s) requested in this purchase order, to defend, indemnify, and hold harmless the District, its Board of Education, officers, employees, and agents from any and all losses or injuries, however caused, resulting from any defects in, or delivery of, the products supplied or negligence in providing the services.
- 2 - **AFFIRMATIVE ACTION:** The seller shall not discriminate against any employee or applicant for employment because of race, creed, sex, non-impairing handicap, color, or national origin and shall ensure compliance with provisions of Executive Order No .11246 (as amended by Executive Order 11375). Failure to comply shall be considered cause for not requesting bids from that firm, until it complies with the above provision.
- 3 - Invoices must be in duplicate and completely itemized. Render invoices exactly as per firm name shown on this purchase order. If possible, notify Purchasing Department in writing immediately immediately.
- 4 - **DELIVERY CHARGES:** Unless otherwise specified, order is F.O.B. destination. If F.O.B. shipping point is specified on this order, pre-pay transportation charges, add to invoice and submit original receipted express or freight bills showing no transportation tax.
- 5 - Except as otherwise expressly provided herein, title to risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at the buyer's plant.
- 6 - **TAXES:** School District is not subject to federal taxes. Exemption certificate will be furnished upon request. It is, however, subject to California Sales Tax.
- 7 - No goods will be received 8:00AM or after 4:00PM or on Saturday, Sunday and Holidays.
- 8 - Cash discount will be computed from the date of acceptance of the completed order or from date the correct invoices are received in the Fiscal Division, if the latter date is later than the date of delivery.
- 9 - By accepting this Purchase Order for books, the vendor certifies that the obligation imposed by Sections 60040-60076, 60220-60226 and 60400-60404 of the California Code will be met.
- 10 - Delivery is declared to be an essential part of this contract. The delivery date shown on the face of this order shall be rigidly adhered to unless otherwise indicated by the seller prior to the due date. The District reserves the right to cancel this order, or any part thereof, for failure to deliver by the designated date after written notice has been given.