Board Office Use: Legislative File Info.		
File ID Number	21-1606	
Introduction Date	8-11-2021	
Enactment Number	21-1312	
Enactment Date	8/11/2021 1f	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning &

Management

Board Meeting Date August 11, 2021

Subject Award of Agreement Between Owner and Contractor - Competitively Bid –Data

Media Services, Inc. – Various Video Surveillance Project – Division of Facilities

Planning & Management

Action Requested Approval by the Board of Education of Award of Agreement Between Owner to

Data Media Services, Inc., Stockton, California ("Contractor"), for the latter to provide installation of 25 exterior cameras, programming of the servers and software as well as camera installation for the Video Surveillance Project at various school sites, in the amount of \$62,000.00, which includes a contingency of \$6,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on **August 12**, 2021, and scheduled to last for ninety (90) days, with an anticipated ending of **November 10**, 2021. Video Surveillance Project involves installation of surveillance cameras at various District sites including Oakland Technical High School, Melrose Leadership Academy TK-2 (5328 Brann – Sherman Campus), and Melrose Leadership

Academy 3-8 (4730 Fleming – Maxwell Park Campus).

Discussion The scope of work of the contract consists of installation of 25 exterior cameras.

OUSD will be responsible for supplying the Dell R240 servers as well as the Milestone software/camera license. Contractor was selected through competitive

bidding. (Public Contract Code§22037).

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Award of Agreement Between Owner to

Data Media Services, Inc., Stockton, California ("Contractor"), for the latter to provide installation of 25 exterior cameras, programming of the servers and software as well as camera installation for Various Video Surveillance Project, in the amount of \$62,000.00, which includes a contingency of \$6,000.00, as the lowest responsive bidder, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder, with the work anticipated to commence on August 12, 2021, and scheduled to last for ninety (90) days, with an anticipated ending of November 10, 2021.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Payment & Performance Bonds
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No.	<u>21-1606</u>		
Department:	Facilities Planning & Management		
Vendor Name:	Data Media Services, Inc.		
Project Name:	Various Video Surveillance	Project No.:	<u>21107</u>
Contract Term: Intende	d Start: <u>8-12-2021</u>	Intended End:	<u>11-10-2021</u>
Total Cost Over Contra	ct Term: <u>\$62,000.00</u>		
Approved by: <u>Tadashi</u>	<u>Nakadegawa</u>		
Is Vendor a local Oakla	nd Business or has it met the requiremen	nts of the	
Local Business	Policy?		
How was this contractor	or vendor selected?		
Data Media Services, Inc	., was selected by the District as the lowes	t responsive and responsible	bid.
Summarize the services	or supplies this contractor or vendor wi	ll be providing.	
Contractor will provide in	nstallation of 25 exterior camera's, prograr	nming of the servers and soft	ware at three sites.
Was this contract composit if "No," please answer the	e following questions:	∕es" (If "No," leave box unchecke	d)
1) How did you determine	e the price is competitive?		

2) Please check the competitive bidding exception relied upon:

Construction Contract:

	☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)	
	☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable	
	☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable	
	☐ No advantage to bidding – <i>contact legal counsel to discuss if applicable</i>	
	☐ Sole source contractor – <i>contact legal counsel to discuss if applicable</i>	
	☐ Completion contract – contact legal counsel to discuss if applicable	
	☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable	
	☐ Design-build contract RFP process – contact legal counsel to discuss if applicable	
	☐ Energy service contract – contact legal counsel to discuss if applicable	
	☐ Other: – contact legal counsel to discuss if applicable	
Co	sultant Contract:	
	☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)	f
	☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)	
	☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)	
	Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable	
	\Box For services other than above, the cost of services is \$96,700 or less (as of $1/1/21$)	
	☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>	
Pu	hasing Contract:	
	\square Price is at or under bid threshold of \$96,700 (as of $1/1/21$)	
	☐ Certain instructional materials (Public Contract Code §20118.3)	
	☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)	
	?	

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counsel to discuss if applicable
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable
☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
☐ Other:
Maintenance Contract:
\square Price is at or under bid threshold of \$96,700 (as of $1/1/21$)
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss
☐ Other:

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective **August 12, 2021**, is by and between the Oakland Unified School District, in Alameda County, California, hereinafter called the "Owner," and **DATA MEDIA SERVICES, INC.** hereinafter called the "Contractor."

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

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

the Video Surveillance Three Sites Project, 955 High Street, Oakland, CA,

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

Oakland Unified School District, PH: 510-535-2728

and other Contract Documents relating thereto.

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

During the Work, the Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be **Ninety (90)** calendar days, which shall start to run either on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization). The Owner anticipates that the Contract Time will start to run on **August 12, 2021**, in which case the deadline for Completion would be **November 10, 2021**.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

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

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: One Thousand Dollars and No/100 (\$1,000.00) for each calendar day.

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

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

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds SIXTY-TWO THOUSAND DOLLARS NO/100(\$62,000.00) for Work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general allowance (also known as a contingency allowance) of SIX THOUSAND DOLLARS NO/100 \$6,000.00 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than specific allowances. Any payment from a contractual allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from a contractual allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from a contractual allowance, no change order approved by Owner's governing body shall be required and the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from a contractual allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or

other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of any contractual allowance may only be increased by a change order approved by Owner's governing body. Once a contractual allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in a contractual allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

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

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

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seg, of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that

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

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

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

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

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be One Million \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Two Million \$2,000,000 per accident for bodily injury and

property damage combined single limit.

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

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

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

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

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

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

marboy	8/12/2021
Shanthi Gonzales, President, Board of Education	Date
The state of the s	8/12/2021
Kyla Johnson-Trammell, Superintendent	Date
Secretary, Board of Education	
	Gliklar
Tadashi Nakadegawa, Deputy Chief	Date
Facilities Planning & Management	
CONTRACTOR	
CONTRACTOR	
200 Cr	
Signature	
CHUSTOPHEN KOAYEY	
Print Name	
Timerame	
Title: Chairman, Pres., or Vice-Pres.	
Signature	
Print Name	
Title: Secretary, Asst. Secretary, CFO, or Asst. Treasurer	
Approved /s To Form	
6/16/21	
OUSD Pacilities Legal Coursel Date	
Sugar Collins	

1055604 CALIFORNIA CONTRACTOR'S

LICENSE NO.

LICENSE EXPIRATION DATE

NOTE:

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

Oakland Unified School District Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School:	Various Sites (3)		Date:	Friday, May 28, 2021	_
Project:	Video Surveillance		Time:	2:00 P.M.	
Project #:	21107		Project Mgr:	Richard Rogers	-
Estimate:	\$60,000		Architect:	N/A	
GE 040	7		()>		
Signature of W		D Did.	Signature of Bid Opener	Required Day of Bid:	1
Company:	Data Media Services, Inc.	Base Bid:	\$56,000.00		4
Address:	668 Queensland Cir	Allowance:	\$6,000.00	Signed Bid Form	X
City/State:	Stockton, CA	TOTAL:	\$62,000.00	Addendum Acknow.	X
Phone:	209-688-1385	Alternates:		Bid Bond	X
Fax:		100000000000000000000000000000000000000		Non-Collusion	X
				Iran Contracting Certification	X
			Time Submitted Date Submitte	d Site Visit Certification	N/A
			1:01 PM 5/28/2021	Contractor's Sub List	X
			AL CONTRACTOR OF THE PARTY OF T	Debarment Suspension & Schd Z	Х
				Local Business Participation Form	WA
			Time Opened Date Opened	- Control of the Cont	X
			2:05 PM 5/28/2021		
Company:	Rock Electric	Base Bid:	\$114,000.00	Required Day of Bid:	1
Address:	8055 Collins Dr. Ste 205	Allowance:	\$6,000.00	Signed Bid Form	X
City/State:	Oakland, CA	TOTAL:	\$120,000.00	Addendum Acknow.	X
Phone:	510-250-3811	Alternates:		Bid Bond	X
Fax:	010 200 0011			Non-Collusion	X
1,				Iran Contracting Certification	X
			Time Submitted Date Submitte	d Site Visit Certification	NA
			1:40 PM 5/28/2021	Contractor's Sub List	X
				Debarment Suspension & Schd Z	X
				Local Business Participation Form	WA
			Time Opened Date Opened		X
			2:05 PM 5/28/2021		
Company:		Base Bid:		Required Day of Bid:	J
Address:		Allowance:	\$6,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
			Time Submitted Date Submitte		
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	_
			Time Opened Date Opened	DVBE Forms	
Common		Base Bid:		Required Day of Bid:	1
Company:		Allowance:	#6 000 00	Signed Bid Form	-
Address:		TOTAL:	\$6,000.00	Addendum Acknow.	
City/State: Phone:	-	Alternates:		Bid Bond	
Fax:		Aiternates:		Non-Collusion	
ı ax.				Iran Contracting Certification	
			Time Submitted Date Submitte	and the second s	
			Time Submitted Date Submitte	Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	1
			Time Opened Date Opened		-
			<u>Time Opened</u> <u>Date Opened</u>	DYDLIVIII	
			2)		
	- f		1		

BID FORM DOCUMENT 00 31 01

OAKLAND UNIFIED SCHOOL DISTRICT

Facilities Planning & Management 955 High Street, Oakland, CA. 94601

Dear Board Members:

The undersigned, doing business under the firm name of <u>DATA MENIA SERVICES</u> ("Bidder"), hereby proposes and agrees to enter into a contract, with the Oakland Unified School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as **Project**,

The Contract Documents were prepared by OUSD.

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

FIFTY-SIX THOUSAMIS Base Bid Amount	Dollars	s 56,000 · 00
SIX THOUSAND Contingency Allowance	_Dollars	\$ 6,000.00
SIXTY -TWO THOUSAND Total Bid Amount	_Dollars	s 62,000.00
Bidder acknowledges and agrees that the Total Bid and contingencies in the Contract Document.	accounts	for any and all Allowances

This amount includes all allowances identified in the Agreement form (see Article IV), including but not limited to a contingency allowance of:

dollars (\$).

Miscellaneous:

OAKLAND UNIFIED SCHOOL DISTRICT

BID FORM DOCUMENT 00 31 01

NOTICE TO BIDDERS- CUPCCAA DOCUMENT 00 11 11

Notice is hereby given that the Oakland Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for the award of a contract to construct the (Contract):

Video Surveillance Project
Various Sites - Oakland Technical Upper Campus @ Far West - Melrose
Leadership - Melrose Academy
Project No. 21107

Project consists of:

Installation of 25 exterior camera's only. OUSD, will be responsible for supplying the Dell R240 servers as well as the Milestone software/camera license. The selected bidder will be responsible for installation and programming of the servers and software as well as camera installation.

Engineer's Estimate: \$60,000.00

Project Manager for this project is Richard Rogers, who can be reached at: 510-535-7048.

"The most qualified responsible responsive lowest bid shall be determined on the amount of the base bid." The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined. The lowest bid shall be determined the amount of the base bid.

This Contract is subject to prequalification pursuant to Public Contract Code section 20111.6.

This Contract is subject to the District's Project Labor Agreement

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

Contract Documents will be available on or after <u>Tuesday, May 18, 2021</u>, for review at **East Bay Blue Print, located at 1745 14th Avenue, Oakland, CA 94606.** All requests should be addressed Attention: Sandy Petty. Specifications and/or plans can be ordered by:

OAKLAND UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS
Video Surveillance

DOCUMENT 00 11 11

Video Surveillance Various Sites - Oakland Tech Upper Campus@ Far West - Melrose Leadership - Melrose Academy

Project No 21107 May 13, 2021

{SR526397}

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

The Contract Time shall be Ninety (90) calendar days, and liquidated damages for delay shall accrue.

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

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

on <u>Friday May 28, 2021</u>, until 2:00 p.m., designated by the Owner or its representative as the bid clock, after which time the bids shall be opened. No bid will be accepted by the Owner after this time. Facsimile (FAX) copies of the bid will not be accepted. <u>PLEASE NOTE: DUE TO COVID-19</u>, bids WILL NOT BE OPENED. Bid results will be made available via email.

A <u>Non-Mandatory pre-bid site visit will not be held</u> for this Project. Interested Bidders are encouraged to walk the site with approval from the Project Manager.

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

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have <u>C-7 Low Voltage Systems Contractor and /or C-10 Electrical Contractor license</u> and shall maintain that license in good standing through Completion of the Contract and all applicable warranty periods. For all projects over Twenty-Five Thousand Dollars (\$25,000), the bidder shall state the public works contractor registration number on the Designation of Subcontractors form for each subcontractor performing more than one-half of one percent (0.5%) of the bidder's total bid.

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

{SR526397}2

Advertise: 1st Publication Date May 14, 2021

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

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

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

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

Contract may be m	nailed, faxed	nates as the office to who, or delivered:	ich such No	tice of Award of
Our Public Liabilit	ty and Prope	rty Damage Insurance i	s placed wit	PANY Inc.
Our Workers' Com	pensation In	surance is placed with:	E Co,	MPANY
the time of bidding become a part there	; are included eof.	nda, etc., bound with th d in the bid, and, in Cor denda to the specification	npleting the	Contract, they are to
Addendum No.	Date	Addendum No.		
Addendum No.	Date	Addendum No.		
Addendum No.	Date	Addendum No.		
		(SR526394)2		
OAKLAND UNIFIED SCH	OOL	Tallocate (172)		BID FORM
				DOCUMENT 00 31 01

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

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

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

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

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

Print or Type Name: HRISTOPHER KOHYEN
Title:
Signature:
Name of Company as Licensed in California: DATA MENTA SERVICES Inc.
Business Address: 668 QUEENGLAND CIR. STOCKTON, CA.95706
Telephone Number: 209 - 688-1386
California Contractor License No. 1055604
Class and Expiration Date: C-7 EXP 07/08/2021

(SR526394)3

QAKLAND UNIFIED SCHOOL

BID FORM DOCUMENT 00 31 01 Public Works Contractor Registration No.: PW-LR-1000591508

State of Incorporation, if Applicable: CALIFORNIA

SUFFICIENT FUNDS DECLARATION DOCUMENT 00 11 14 (Labor Code section 2810)

Owner:

Oakland Unified School District

Contract:

Oakland Tech HS, Melrose Leadership & Melrose Academy

[insert title] of JATH MENA SERVICES entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit JATA MENA SERVICES transe of entity] to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that JATA MENA (Entrectmane of entity) will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 05/28 2024, at OAKLANGIVI, [state].

Date: /

7

Print Name:

Print Title:

NONCOLLUSION DECLARATION DOCUMENT 00 40 03

Oakland Unified School District

Contract.	
The undersigned declares:	
I am the CEO	of DATA MENA SERVINES INC
party making the foregoing bid.	

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/28, 202/ at OALAM [city], CA [state].

Signature

Owner:

Print Name

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

(Education Code Sections 45125.1 and 45125.2)

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

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

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

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

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

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

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

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state

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

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

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

Dated: 05/28/2021
Signature

Name: GHDS 10 PHEN KONYGN

Title: CEC

DOCUMENT 00 52 00

SCHEDULE Z

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

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

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

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

By signing and submitting this form the company's austated conditions. ATA MENA SERVICES	uthorized representative hereby certifies as to the above
Company Name	Signature of Authorized Representative
48 QUEENSLAND CA. Address STOCKTONG CA. 95206	CHRISTOPHER KOAT CAI
704- 688-1385 05/28/21 Area Code Phone Date	Type or Print Name

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

END OF DOCUMENT

BID BOND DOCUMENT 00 40 00

		alla
Bond	Number:	NIA

	KNOW ALL MEN BY THESE PRESENTS that we the undersigned
	DATA MEDIA SERVICES INC as Principal and
	CNA SURETY as Surety, are hereby held and firmly bound
	unto the Oakland Unified School District ("Owner") in the sum of
IFN	PERCENT (10%) of teta Billiollars (\$ 62,000 on for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors
(0)	and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors
	administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of OUSI PROJEG in strict accordance with Contract Documents.

NOW, THEREFORE,

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 28 day of 1/1/2/2, the name and corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body. In the presence of:
(Notary Seal) DATA MEDIA SERVIES Inc. (Principal) 668 QUEASLAND CIR. STOCKTON, CA. 94 (Business Address)
See Attached Notary Acknowledgment Certificate Business Address) By: CHRISTOPHEN KORYELY
The rate or premium of this bond is amount of premium charged, \$ per thousand, the total

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

CALIFORNIA ACKNOWLEDGMENT

有效性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性性	
A notary public or other officer completing this certificate v to which this certificate is attached, and not the truthfulne	verifies only the identity of the individual who signed the document ess, accuracy, or validity of that document.
State of California County of San Joaquin On May 28, 2021 before me, personally appeared Christophe	Ravi Harit, Watary Public Here Insert Name and Title of the Officer Name(s) of Signer(s)
to the within instrument and acknowledged to me t	gnature(s) on the instrument the person(s), or the entity
RAVI HARIT Notary Public - California San Joaquin County Commission # 2287850 My Comm. Expires May 9, 2023 Place Notary Seal and/or Stamp Above	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 Signature of Notary Public
	PTIONAL
Completing this information ca	in deter alteration of the document or his form to an unintended document.
Description of Attached Document Title or Type of Document: Document Date: Signer(s) Other Than Named Above:	Number of Pages: 2 Ofther Signers
Capacity(ies) Claimed by Signer(s) Signer's Name: Christopher Koaye □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservato □ Other: □ Signer is Personanting	Signer's Name: Moother Signers Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:



PO Box 5077 Sloux Falls SD 57117-5077

1-800-331-6053 Fax 1-605-335-0357 www.cnasurety.com

Email: uwservices@cnasurety.com

May 27, 2021

Oakland unified school district (OUSD) 955 High Street, Oakland, CA 94601 P 510-535-7044, F 510-535-7040

Re:

File #72369787 - Data Media Services, Inc.

Letter of Bondability

Company Code: 601 - Western Surety Company

We are aware that the above mentioned contractor will be bidding on a contract with you.

It is our intention to provide bonds for single jobs up to \$400,000 or an aggregate amount up to \$400,000 on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to Western Surety Company, a subsidiary of CNA Surety.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute this bond.

If you have any questions, please contact our office.

Sincerely,

Grant Noordsy

Underwriting Consultant

PERFORMANCE BOND DOCUMENT 00 61 00

Bond Number: 72370615

KNOW ALL MEN BY THESE PRESENTS that we, Data Media Services, Inc., as Principal, and WESTERN SURETY as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Contra Costa, State of California, hereinafter called the "Owner," in the sum of SIXTY-TWO THOUSAND DOLLARS NO/100 (\$62,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated July 1, 2021, for construction of

the Video Surveillance Three Sites Project, located at 955 High Street, Oakland, California

Contractor will provide Installation of 25 exterior camera's only. OUSD, will be responsible for supplying the Dell R240 servers as well as the Milestone software/camera license. The selected bidder will be responsible for installation and programming of the servers and software as well as camera installation.

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

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

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

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

instrument under their several seals	thisth day of, 2021, aly signed by its undersigned representative, pursuant
(To be signed by (Principal and Surety, (and acknowledged and (Notarial Seal attached)))
(Affix Corporate Seal)	
	(Individual Principal)
	(Business Address)
(Affix Corporate Seal)	Data Media Services, Inc. (Corporate Principal)
	668 Queensland Cir. Stockton, CA 95206
	(Business Address)
(Affix Corporate Seal)	WESTERN SURETY COMPANY (Corporate Surety) 151 N. Franklin, 17th Floor
	(Business Address)
	Chicago, IL 60606
	By:
The rate of premium on this bond i	s_\$15.00 per thousand.
The total amount of premium charg	ed is \$930.00
OAKLAND UNIFIED SCHOOL DISTRICT	2 PERFORMANCE BOND

The above must be filled in by Corporate Surety.

PAYMENT BOND DOCMENT 00 61 01 (Labor and Material)

Bond Number: <u>72370615</u>
KNOW ALL MEN BY THESE PRESENTS:
That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Data Media Services , Inc. , hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct
the ("Contract") Video Surveillance Three Sites Project, at 955 High Street, Oakland, California
which consists of Installation of 25 exterior camera's only. OUSD, will be responsible for supplying the Dell R240 servers as well as the Milestone software/camera license. The selected bidder will be responsible for installation and programming of the servers and software as well as camera installation.
which said agreement dated July 1, 2021, and all of the Contract Documents are hereby referred to and made a part hereof;
and
WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.
NOW, THEREFORE, THESE PRESENTS WITNESSETH:
That the said Principal and the undersigned WESTERN SURETY COMPANY

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the

("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of SIXTY-TWO THOUSAND DOLLARS NO/100 (\$62,000.00) which sum

well and truly be made, we bind ourselves, our heirs, executors, administrators,

successors, or assigns, jointly and severally, by these presents.

amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, the Surety this 4th day of		een duly executed , 2021.	by the Principal and
(To be signed by (Principal and Surety, (and acknowledged and (Notarial Seal attached)))		
		Data M Princip	ledia Services, Inc. al
		<u>WESTE</u> Surety	ERN SURETY COMPANY
		By:	Attorney-in-Fact
The above bond is accepted a	nd approved this _	day of	,

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

		Bond No	12370615
	Men By These Presents, that WESTERN SURETY COMPANY South Dakota, and having its principal office in Sioux Falls, So appoint C. Bendt		
its true and la behalf as Suret	twful attorney(s)-in-fact, with full power and authority hereby coty, bonds for:	onferred, to execute, acknowled	lge and deliver for and on its
Principal:	Data Media Services, Inc.		
Obligee:	Oakland Unified School District		
Amount:	\$1,000,000.00		
corporate seal may do within	ne Company thereby as fully and to the same extent as if such of the Company and duly attested by its Secretary, hereby rathe above stated limitations. Said appointment is made under the remains in full force and effect.	atifying and confirming all tha	t the said attorney(s)-in-fact
corporate nam officers as the l may appoint A The corporate	7. All bonds, policies, undertakings, Powers of Attorney or othe of the Company by the President, Secretary, any Assistant Se Board of Directors may authorize. The President, any Vice Presattorneys in Fact or agents who shall have authority to issue bo seal is not necessary for the validity of any bonds, policies, until the signature of any such officer and the corporate seal may be p	ecretary, Treasurer, or any Vic sident, Secretary, any Assistan onds, policies, or undertakings i ndertakings, Powers of Attorne	te President or by such other te Secretary, or the Treasurer in the name of the Company.
	To. <u>72370615</u> is not issued on or before midnighterred in this Power of Attorney shall expire and terminate.	t of September	25, 2021 , all
In Wilnes corporate seal	Whereof, Western Surety Company has caused these present to be attived this4th day ofJune	ts to be signed by its Vice Presi	dent, Paul T. Bruflat, and its
STATE OF SO	O A Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	WESTERN SURI	Suft
COUN TY OF I On this _ Paul T. Brufla	MENNETAHA 4 th day of <u>June</u> , in the year at, who being to me duly sworn, acknowledged that he signe		
	M. BENT NOTARY PUBLIC SEAL SOUTH DAKOTA OF STATES OF ST	M	Service South Dakota
I the unde attached Powe	ssion Expires March 2, 2026 lersigned officer of Western Surety Company, a stock corporation of Attorney is in full force and effect and is irrevocable, and force Power of Attorney is now in force.		· · · · · · · · · · · · · · · · · · ·
In testimo	ony whereof, I have hereunto set my hand and seal of Western S $\underline{\hspace{1cm}}$ \underline	burety Company this	4th day of
		WESTERN SURI	ETY COMPANY
		11/1	/ //

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

$\begin{array}{c} {\rm ACKNOWLEDGMENT~OF~SURETY}\\ {\rm (Corporate~Officer)} \end{array}$

STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA

COUN	TY OF M	INNEHAHA)				
On this	4th	_ day of	June		2021	_, before me, a Notary Public in
and for said	d County,	personally appear	red <u>C. Bendt</u>	Assistant Sec	retary	
		,	,	· ·		d officer of WESTERN SURETY
to the fore	going inst n behalf o	rument is the cor of said corporation	rporate seal of said of	corporation, that the Board of Directors	e said inst s, and furt	on the seal affixed trument was signed, sealed and ther acknowledge that the said at
IN WI above writt		HEREOF, I have	hereunto subscribed	d my name and affi	xed my off	ficial seal the day and year last
My commis	ssion expir	es:			14.4	1
SEAL SO	M. BEN OTARY PUE OUTH DAK	IT _ §		/	<u>77. (</u>	Bent Notary Public

My Commission Expires March 2, 2026

6/4/2021

ORIGINIO FSDA

(605) 336-0850

CMA SURETY 101 REID ST. STE #300

SHIP DATE: 04.ILW21 ACTWGT: 0.50 LB CAD: 108294683/W5X12750

SIOUX FALLS, SD 57103 UNITED STATES US

BILL RECEPIENT

TO

DATA MEDIA SERVICES, INC. 668 QUEENSLAND CIR.

SCOLORENDA STREET

STOCKTON CA 95206 (209) 688-1385 NV: 72370615 PD:

REF 3479

0.61





MON - 07 JUN 10:30A **PRIORITY OVERNIGHT**

2800 2940 5575

95206 OAK





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2021

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

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

	is certificate does not confer rights t					dorsement(s				
PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA				NAME:						
520 Madison Avenue 32nd Floor New York, NY 10022				(A/C, No, Ext): (000) 202-3007 (A/C, No):						
				E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE NAIC						
INSU	DATA MEDIA SERVICES, INC.				INSURE	RB:				
	668 QUEENSLAND CIRCLE				INSURE	RC:				
	STOCKTON CA 95206				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
CO	VERAGES CER	TIFI	CATE	NUMBER:				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REFERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT	REMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT	OR OTHER DESCRIBED	OCUMENT WITH RESPE	CT TO \	WHICH THIS
INSR LTR		ADDL	SUBR		DELITI	POLICY EFF (MM/DD/YYYY)		LIMI	TS	
LIR	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	[MM/OD/YYYY]	EACH OCCURRENCE	\$ 1,00	0.000
								DAMAGE TO RENTED	\$ 1,00	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 5,00	
	-		Q.					MED EXP (Any one person)	\$ 1,00	0.11
Α				UDC-4030273-CGL-2	1	01/03/2021	01/03/2022	PERSONAL & ADV INJURY		Contract of the Contract of Co
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,00	-15	
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ 5/1	Gen. Agg.
	OTHER:				_			COMBINED SINGLE LIMIT	5	
	AUTOMOBILE LIABILITY							(Ea accident)		
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							LDED LOTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory In NH) If ves. describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached If more	space is require	d)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL I Y PROVISIONS.		
					AUTHO	RIZED REPRESE	NTATIVE	Lu		
							1	CONTRACTOR		



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

				Project Ir	nformation					
Project Name	t Vari	ous Video Sur						918		
		e provided unt d by the Board	til the contract i		irections the Board	<u>or</u> is e	ntered by t	he Sup	erintenden	t pursuant to
Attachn Checkli			iability insurance sation insurance						is over \$15	5,000
				Contractor	Informatio	n				
Contrac	Contractor Name Data Media Services, Inc. Agency's Contact Christopher Koay								en	
OUSD'	Vendor ID #	006952			Title		President			
Street A	Address	668 Queens	land Circle		City	Stock	kton	State	CA Z	ip 95206
Telepho	one	510-639-19	14		Policy Exp	ires				
Contrac	ctor History	Previously b	een an OUSD c	ontractor?	Yes X No	W	orked as an	OUSD	employee?	☐ Yes X No
OUSD	Project #	21107								
			Term of	Original/	Amended	l Con	tract			
				Original,	Amenaec		ci acc			
Date effective	Work Will E ve date of con	Begin (i.e., ract)	8-12-2021	date; for con	Will End B struction contr of Contract	acts, en	ter planned o			1-10-2021
			Compen	sation/Re						
	w Contract,				If New Con			act		
	ract Price (L		\$62,000.00		Price (Not				\$	
-	Rate Per Ho	our (If Hourly)	\$		If Amendme			rice	\$	
Other	r Expenses				Requisition		er			
If	vou are nlann	ing to multi-fund	a contract using LE		nformation		d Federal Of	fice hefor	re completin	a requisition
Resour		ding Source	a contract using Et		Org Key	state arr	u i ederar On	ice <u>beroi</u>	Object	Amount
									Code	
9799	9 Fund	21, Measure J	210-9799-0	-9853-8500-6	274-918-918	30-990	5-9999-9999	99	6274	\$62,000.00
			Approval ar contract is fully ap before a PO was is					this docu	ument affirms	that to your
100000	ivision Head	sic not provided	before a r O was it	ooucu.	Phone		510-535-70	38	Fax	510-535-7082
		. Facilities Plan	ning and Manage	ment						1 - 3 003 1002
1.	ignature	max	ining and manage	illone		Da	te Approved	1	18/2	<i>(</i>
Ge		el department	Fazilities Plann	ning and Mana	gement	Da	.s / ipproved		ויט ןטיו	
2.	ignature	HA		ith, as to form		Da	te Approved		6/16/21	
De	eputy Chief, I	acilities Planni	and Manageme							
	ignature					D	ate Approved	4	18/21	
Cł	hief Financial	Officer								
4. Si	ignature					D	ate Approved			
Pr	resident, Boa	rd of Education								
5. Si	Signature						ate Approved	1		The state of the s