

Board Office Use: Legislative File Info.	
File ID Number	25-1723
Introduction Date	8-13-2025
Enactment Number	
Enactment Date	



## Memo (Bid Award)

**To** Board of Education

**From** Denise G. Saddler, EdD, Interim Superintendent  
Preston Thomas, Chief Systems & Services Officer

**Board Meeting Date** August 13, 2025

**Subject** Agreement Between Owner and Contractor – Data Media Services, Inc. – Lockwood STEAM Elementary School Security Improvement Project- Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the **District** and **Data Media Services, Inc., Stockton, CA**, for the latter to install 29 new security cameras and troubleshoot 14 existing camera systems as part of the **Lockwood STEAM Elementary School Security Improvement Project**, in the amount of **\$129,000.00**, which includes a contingency of **\$13,000.00**, as the lowest responsive bidder, with the work scheduled to commence on **August 14, 2025**, and required to be completed within ninety (90) days, with a scheduled end date of **November 12, 2025**.

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

**LBP** (Local Business Participation Percentage) Waived

**Recommendation** Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Data Media Services, Inc., Stockton, CA, for the latter to install 29 new security cameras and troubleshoot 14 existing camera systems as part of the Lockwood STEAM Elementary School Security Improvement Project, in the amount of \$129,000.00, which includes a contingency of \$13,000.00, as the lowest responsive bidder, with the work scheduled to commence on August 14, 2025, and required to be completed within ninety (90) days, with a scheduled end date of November 12, 2025.

**Fiscal Impact** Fund 21 Building Fund Measure Y

**Attachments**

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



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1723

Department: Facilities Planning and Management

Vendor Name: Data Media Services, Inc.

Project Name: Lockwood STEAM Elementary School Security Improvement

Project No.: 25051

Contract Term: Intended Start: August 14, 2025

Intended End: November 12, 2025

Total Cost Over Contract Term: \$129,000.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Data Media Services, Inc. will install 29 new security cameras and troubleshoot 14 existing security camera systems for the Lockwood STEAM Elementary School Security Improvement Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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:

**Date:** Jun 18, 2025

**To:** Colland Jang, Ali Bagheri

**CC:** Kenya Chatman, David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Memo - Districtwide - Milestone Security Camera & Video Surveillance Improvement Projects

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Greetings Mr. Jang and Mr. Bagheri -

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

**Site:** Districtwide

**Scope:** Security Camera and Video Surveillance Improvement Projects - Installation, Programming, Troubleshooting (Milestone Systems)

**Analysis:**

An availability analysis has been conducted for NAICS Code 23821 - Electrical Contractors (wherein eligible local firms are Milestone certified) to determine the availability of L/SLBE firms to meet the local business utilization on various video surveillance and security camera systems projects. Based on our analysis, our findings indicate that while there are a number of small and local electrical firms interested in working on projects within this scope, many do not possess the required "Milestone Certification" required for successful installation and system implementation across District projects. Based upon the composite of information received, it is recommended that the District waive the entire 50% LBU requirement for site security camera installation and programming projects where the Milestone system is utilized.

**LBU Recommendation:**

Full LBU Waiver ▾

Please note that updated analyses may be completed on an annual basis, as needed. If there are any questions, please feel free to contact our team at any time.

Sincerely,

**Tiffany Knuckles**

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective **August 14, 2025**, 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 Lockwood STEAM Elementary School Security Improvement Project, located at 6701 International Blvd., Oakland, CA

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

OUSD, 955 High Street, Oakland, California, 94601, 510-535-7044,

and other Contract Documents relating thereto.

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

### **ARTICLE II. CONTRACT DOCUMENTS.**

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

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

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

**August 14, 2025**, in which case the deadline for Completion would be **November 12, 2025**.

The site for the Contract will not be available to the Contractor for construction on the following dates: N/A. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

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

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

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

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

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

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

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

#### **ARTICLE IV. PAYMENT AND RETENTION.**

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

The above contract price does not include any special allowances. The above contract price includes a general contingency allowance of **THIRTEEN THOUSAND DOLLARS NO/100 (\$13,000.00)** to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and



Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

#### **ARTICLE V. CHANGES.**

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

#### **ARTICLE VI. TERMINATION.**

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

#### **ARTICLE VII. PREVAILING WAGES.**

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

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

stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

#### **ARTICLE VIII. WORKING HOURS.**

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

#### **ARTICLE IX. APPRENTICES.**

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

#### **ARTICLE X. DSA OVERSIGHT PROCESS.**

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

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

#### **ARTICLE XI. INDEMNIFICATION AND INSURANCE.**

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

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

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

#### **ARTICLE XII. ENTIRE AGREEMENT.**

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

#### **ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.**

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

#### **ARTICLE XIV. EXECUTION IN COUNTERPARTS.**

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

#### **ARTICLE XV. BINDING EFFECT.**

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

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

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

#### **ARTICLE XVII. AMENDMENTS.**

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

#### ARTICLE XVIII. ASSIGNMENT OF CONTRACT.

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

#### ARTICLE XIX. WRITTEN NOTICE.

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

#### ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION

The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

**CONTRACTOR:**  
**DATA MEDIA SERVICES, INC.**

Signature: 

Name: CHRISTOPHER KOAYEN

Date: 06/26/2025

(Chairman, Pres., or Vice-Pres. \_\_\_\_\_)

Signature: 

Name: CHRISTOPHER KOAYEN

Date: 06/26/2025

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President, Board of Education

\_\_\_\_\_  
Date

Agreement Between Owner and Contractor Over \$75,000 - Data Media Services, Inc. - Lockwood STEAM Elementary School  
Security Improvement Project - \$129,000.00  
{SR799843}

\_\_\_\_\_  
**Denise Saddler, EdD, Interim Superintendent  
and Interim Secretary, Board of Education**

\_\_\_\_\_  
**Date**

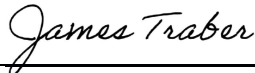
07/17/2025

  
\_\_\_\_\_  
[Preston Thomas \(Jul 17, 2025 07:28 PDT\)](#)

**Preston Thomas, Chief Systems & Services Officer**

\_\_\_\_\_  
**Date**

**Approved As To Form:**



7/16/2025

\_\_\_\_\_  
**OUSD Facilities Legal Counsel**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
1055604  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

\_\_\_\_\_  
7/31/2025  
LICENSE EXPIRATION DATE

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

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Lockwood Elementary School  
Project: Security Improvements  
Project #: 25051  
Estimate: \$ 130,000.00

Date: Tuesday, June 17, 2025  
Time: 2:00 p.m.  
Project Mgr: Sanchit Prabhakar  
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

<b>Company:</b> Data Media Services, Inc. <b>Address:</b> 668 Queensland Circle <b>City/State:</b> Stockton, CA 95206 <b>Phone:</b> 209-688-1385 <b>Fax:</b>	<b>Base Bid:</b> \$ 116,000.00 <b>Allowance:</b> \$ 13,000.00 <b>TOTAL:</b> \$ 129,000.00 <b>Alternates</b>	<b>Time Submitted</b> 1:44 p.m.  <b>Date Submitted</b> 6/17/2025  <b>Time Opened</b> 2:35 p.m.  <b>Date Opened</b> 6/17/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Required Day of Bid:</th> <th style="width: 5%;"></th> </tr> <tr><td>Signed Bid Form</td><td style="text-align: center;">X</td></tr> <tr><td>Addendum Acknow.</td><td></td></tr> <tr><td>Bid Bond</td><td style="text-align: center;">X</td></tr> <tr><td>Non-Collusion</td><td style="text-align: center;">X</td></tr> <tr><td>Iran Contracting Certification</td><td></td></tr> <tr><td>Site Visit Certification</td><td style="text-align: center;">X</td></tr> <tr><td>Contractor's Sub List</td><td style="text-align: center;">X</td></tr> <tr><td>Debarment Suspension &amp; Schd Z</td><td style="text-align: center;">X</td></tr> <tr><td>Local Business Participation Form</td><td></td></tr> <tr><td>DVBE Forms</td><td></td></tr> </table>	Required Day of Bid:		Signed Bid Form	X	Addendum Acknow.		Bid Bond	X	Non-Collusion	X	Iran Contracting Certification		Site Visit Certification	X	Contractor's Sub List	X	Debarment Suspension & Schd Z	X	Local Business Participation Form		DVBE Forms	
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<b>Company:</b> DecoTech Systems, Inc. <b>Address:</b> 1180 Mt. Diablo Blvd., Suite #300 <b>City/State:</b> Walnut Creek, CA <b>Phone:</b> 925-954-1520 <b>Fax:</b>	<b>Base Bid:</b> \$ 121,000.00 <b>Allowance:</b> \$ 13,000.00 <b>TOTAL:</b> \$ 134,000.00 <b>Alternates</b>	<b>Time Submitted</b> 1:02 p.m.  <b>Date Submitted</b> 6/17/2025  <b>Time Opened</b> 2:40 p.m.  <b>Date Opened</b> 6/17/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Required Day of Bid:</th> <th style="width: 5%;"></th> </tr> <tr><td>Signed Bid Form</td><td style="text-align: center;">X</td></tr> <tr><td>Addendum Acknow.</td><td></td></tr> <tr><td>Bid Bond</td><td style="text-align: center;">X</td></tr> <tr><td>Non-Collusion</td><td style="text-align: center;">X</td></tr> <tr><td>Iran Contracting Certification</td><td></td></tr> <tr><td>Site Visit Certification</td><td style="text-align: center;">X</td></tr> <tr><td>Contractor's Sub List</td><td style="text-align: center;">X</td></tr> <tr><td>Debarment Suspension &amp; Schd Z</td><td style="text-align: center;">X</td></tr> <tr><td>Local Business Participation Form</td><td></td></tr> <tr><td>DVBE Forms</td><td></td></tr> </table>	Required Day of Bid:		Signed Bid Form	X	Addendum Acknow.		Bid Bond	X	Non-Collusion	X	Iran Contracting Certification		Site Visit Certification	X	Contractor's Sub List	X	Debarment Suspension & Schd Z	X	Local Business Participation Form		DVBE Forms	
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**BID FORM**  
**DOCUMENT 00 31 01**

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

Dear Board Members:

The undersigned, doing business under the firm name of DATA MEDIA SERVICES, 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 **Lockwood STEAM Elementary School Projects, located at 6701 International Blvd., Oakland, CA 94621 (the "Contract")**. The scope of work consists of the Installation of 29 new security cameras, replacement of 14 cameras, and removing 3 cameras at Lockwood STEAM. Additionally, 6 attic stock cameras shall be provided by the selected vendor. The vendor shall furnish and install a new recording server for cameras to replace existing. The selected vendor will also be responsible for the programming of all the cameras in Milestone. The project will require as-builts in the form of configuration files, and a markup of final camera locations on the map. The project will require coordination with the OUSD Tech Services team and school staff.

**Bid Amount (Base Bid):**

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
LOCKWOOD STEAM ELEMENTARY SCHOOL  
SECURITY IMPROVEMENT  
PROJECT NO. 25051  
May 9, 2025

BID FORM  
DOCUMENT 00 31 01



**Miscellaneous:**

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

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

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

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

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

668 QUEENSLAND CIR. STOCKTON, CA 95206

Our Public Liability and Property Damage Insurance is placed with:

SPINNAKER INSURANCE COMPANY

Our Workers' Compensation Insurance is placed with:

X / A

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

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

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

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

{SR799810}2

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

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

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

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

Name of Company as Licensed in California: DATA MEDIA SERVICES INC.  
Business Address: 668 QUEENSLAND CIR. STOCKTON, CA 95206  
Telephone Number: 209-688-1385  
Email Address: ckoayen@datamediaservices.com  
California Contractor License No.: 1055604  
Class and Expiration Date: C-7 EXP 07/31/2025  
Public Works Contractor Registration No.: 1000591508  
State of Incorporation, if Applicable: CA

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name)

{SR799810}3

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: 06-17, 2025

  
\_\_\_\_\_  
Christopher Koops (Name)  
\_\_\_\_\_  
(Chairman, Pres., or Vice-Pres.)

  
\_\_\_\_\_  
Christopher Koops (Name)  
\_\_\_\_\_  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

{SR799810}4

**BID BOND  
(Percentage)**

Bond No. 67518445

KNOW ALL PERSONS BY THESE PRESENTS, That we Data Media Services, Inc.  
of 668 Queensland Cir., Stockton, CA 95206

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Oakland Unified School District

~~of~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Ten Percent of the Amount Bid

( 10% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for  
Lockwood STEAM Elementary School Security Improvement

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of June, 2025

Principal

Data Media Services, Inc.

BY: \_\_\_\_\_

Surety

WESTERN SURETY COMPANY

BY: \_\_\_\_\_  
Mauricio Alejandro Garcia, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67518445

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

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

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

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

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

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

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

If Bond No. 67518445 is not issued on or before midnight of September 9th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

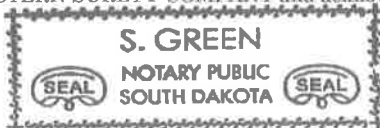
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 11th day of June, 2025.

STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 11th day of June, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

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

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT  
LOCKWOOD STEAM ELEMENTARY SCHOOL  
SECURITY IMPROVEMENT  
PROJECT NO. 25051  
May 9, 2025

BID BOND  
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address)

By: \_\_\_\_\_

\_\_\_\_\_

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

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

{SR798944}2

**SITE VISIT CERTIFICATION**  
**DOCUMENT 00 40 02**

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

**PROJECT: Lockwood STEAM Elementary School Security Improvement Project**

Check option that applies:

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

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

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

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

Date:

06-17-2025

Proper Name of Bidder:

DATA MEDIA SERVICES INC.

Signature:

[Handwritten Signature]

Print Name:

Christopher Koayen

Title:

OWNER

END OF DOCUMENT



**SUFFICIENT FUNDS DECLARATION**

**DOCUMENT 00 11 13**

**(Labor Code section 2810)**

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District

Contract: Lockwood STEAM Elementary School Security Improvement Project

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

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and executed on 06-17 2025 at STOCKTON [city],  
CA [state].

Date: 06/17/2025

Christopher Koayen  
Signature  
Print Name: Christopher Koayen  
Print Title: OWNER

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 40 03**

Owner: Oakland Unified School District  
Contract: Lockwood STEAM Elementary School Security Improvement Project

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 06-17, 2025 at STOCKTON [city], CA [state].

  
Signature

Christopher Koage  
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT  
LOCKWOOD STEAM ELEMENTARY SCHOOL  
SECURITY IMPROVEMENT  
PROJECT NO. 25051  
May 9, 2025

NON-COLLUSION  
DOCUMENT 00 40 03

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**DOCUMENT 00 40 04**  
**(To be Executed by Bidder and Submitted With Bid)**

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

**OPTION #1 - CERTIFICATION**

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

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

**OPTION #2 – EXEMPTION**

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

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

OAKLAND UNIFIED SCHOOL DISTRICT  
LOCKWOOD STEAM ELEMENTARY SCHOOL  
SECURITY IMPROVEMENT  
PROJECT NO. 25051  
May 9, 2025

IRAN CONTRACTING  
DOCUMENT 00 40 04

{SR798838}

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

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

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

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

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

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

Dated: 06-17-2025   
Signature  
Name: Christopher Foayer Title: OWNER

## **ATTACHMENT A**

### **Violent and Serious Felonies**

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

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

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

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

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

{SR684074}4

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

{SR684074}5



## ATTACHMENT B

### INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

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

Contractor Firm Name: \_\_\_\_\_  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

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

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

Name of Supervising Employee:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

{SR684074}6

Dated: 06/17/2025

Signature: [Signature]  
Typed Name: Christopher Koops  
Title: OWNER  
Contractor: DATA MEDIA SERVICES INC.

**SCHEDULE Z**  
**DOCUMENT 00 52 00**

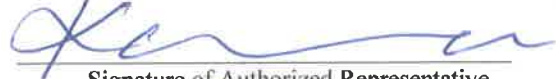
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION**

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

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

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

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

<u>DATA MEDIA SERVICES</u>	
Company Name	Signature of Authorized Representative
<u>668 QUEENSLAND CIR. STOCKTON CA 95206</u>	<u>Christopher Koagen</u>
Address	Type or Print Name
<u>209</u>	<u>Christopher Koagen</u>
Area Code	Type or Print Name
<u>688-1385</u>	
Phone	
<u>06/17/2025</u>	
Date	

**END OF DOCUMENT**

CA



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[Contractor Registration Search](#)

[Project Registration Search](#)

CK

[Services](#)

[Your information ▼](#)

TRANSACT0011276

## Transaction Record

First Name

Christopher

Last Name

Koayen

Renewal Amount

Penalty Amount

Payment Amount

400

Payment Period

1

Registration Valid Date

2024-08-28

Registration Violation Penalty Required

-- None --

Penalty of Perjury Acceptance Date

Name

User Account Email

ckoa yen@datamediaservices.com

Confirmation Number

24082899001938

\*Transaction Status

Successful

Number

TRANSACT0011276

Payment URL

[Click here](#)

Is this registration a renewal of an existing registration

Yes

## Activity

Activity

No readable comment field

## Related Lists

Registration Dates for this Transaction <sup>1</sup>

Registration Date <sup>1</sup>

### Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status
1000591508 - Data Media Services, Inc.	2024-08-28	2025-06-30	Active



Rows 1 - 1 of 1

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[Privacy Policy](#)

[Disclaimer](#)

[Nondiscrimination Notice](#)

[Accessibility](#)

[dir.ca.gov](#)

Copyright 2024 State of California

## PAYMENT BOND

Bond Number: 67534967

KNOW ALL PERSONS BY THESE PRESENTS, That we Data Media Services, Inc.

\_\_\_\_\_ of  
668 Queensland Cir., Stockton, CA 95206, hereinafter

referred to as the Principal, and WESTERN SURETY COMPANY,

as Surety, are held and firmly bound unto Oakland Unified School District

~~of~~ \_\_\_\_\_, hereinafter

referred to as the Obligee, in the sum of One Hundred Twenty Nine Thousand and 00/100

Dollars (\$ 129,000.00 ), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for Lockwood STEAM Elementary School Security Improvement

\_\_\_\_\_ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 14th day of August, 2025.

Data Media Services, Inc.  
(Principal)

By \_\_\_\_\_ (Seal)

WESTERN SURETY COMPANY  
(Surety)

By \_\_\_\_\_ (Seal)  
Mauricio Alejandro Garcia Attorney-in-Fact



## PERFORMANCE BOND

Bond Number: 67534967

KNOW ALL PERSONS BY THESE PRESENTS, That we Data Media Services, Inc.  
\_\_\_\_\_ of  
668 Queensland Cir., Stockton, CA 95206, hereinafter  
referred to as the Principal, and WESTERN SURETY COMPANY,  
as Surety, are held and firmly bound unto Oakland Unified School District  
~~of~~ \_\_\_\_\_, hereinafter  
referred to as the Oblige, in the sum of One Hundred Twenty Nine Thousand and 00/100  
Dollars (\$ 129,000.00 ), for the payment of which we bind ourselves, our legal representatives, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, for Lockwood STEAM Elementary School Security Improvement  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless  
the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null  
and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in  
the location in which the work or part of the work is located and shall be instituted within two years after  
Contractor Default or within two years after the Contractor ceased working or within two years after the Surety  
refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this  
Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the  
jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the  
Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 14th day of August, 2025.

Data Media Services, Inc.  
(Principal)

By \_\_\_\_\_ (Seal)

WESTERN SURETY COMPANY  
(Surety)

By \_\_\_\_\_ (Seal)  
Mauricio Alejandro Garcia Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67534967

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

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

Principal: Data Media Services, Inc.

Obligee: Oakland Unified School District

Amount: \$1,000,000.00

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

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

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

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

If Bond No. 67534967 is not issued on or before midnight of November 14th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 14th day of August, 2025.

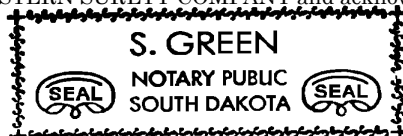
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

} ss

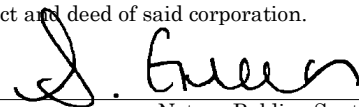
WESTERN SURETY COMPANY

  
Larry Kasten, Vice President

On this 14th day of August, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



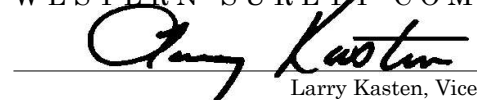
My Commission Expires February 12, 2027

  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of August, 2025.

WESTERN SURETY COMPANY

  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



DATAMED-01

JONATHANCRUZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2025

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

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

PRODUCER <b>American Tri-Star Insurance Services Inc.</b> <b>16162 BEACH BLVD STE 100</b> <b>Huntington Beach, CA 92647</b>	CONTACT NAME: <b>Brigitte Perez</b>	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>brigitte@amtsi.com</b>	
INSURED  <b>Data Media Services Inc.</b> <b>668 Queensland Cir</b> <b>Stockton, CA 95206</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>SPINNAKER INSURANCE COMPANY</b>	<b>24376</b>
	INSURER B : <b>California Automobile Insurance Company</b>	<b>38342</b>
	INSURER C : <b>National Liability &amp; Fire Insurance Company</b>	<b>20052</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	HBW4295943XB2	12/15/2024	12/15/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA040000086017	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	X N9WC822379	5/28/2025	5/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District in Alameda County, Owner, its governing board, officers, agents, trustee, employees, and any other person or entity are included as ADDITIONAL INSURED in regards to General Liability as per written contract. Primary and Non-Contributory applies. Waiver of Subrogation applies to General Liability and Workers' Compensation.

30 DAY CANCELLATION NOTICE APPLIES. CERTIFICATE HOLDER IS ALSO ADDITIONALLY INSURED.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Oakland Unified School District's</b> <b>1011 Union Street</b> <b>Oakland, CA 94607</b>	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>Brigitte Perez</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

As required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Lockwood STEAM Elementary School Security Improvement	<b>Site</b>	160
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### Basic Directions

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

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

Contractor Name	Data Media Services, Inc.	Agency's Contact		Christopher Koayen				
OUSD Vendor ID #	006952	Title		President				
Street Address	668 Queensland Circle	City	Stockton	State	CA	Zip	95206	
Telephone	510-639-1914	Policy Expires						
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					
OUSD Project #	25051							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-14-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	11-12-2025
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

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

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9000	Fund 21, Measure Y	210-9657-0-9000-8500-6274-160-9180-9906-9999-25051	6274	\$129,000.00

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved			
2.	General Counsel, Facilities				
	Signature	Date Approved		7/16/2025	
	Chief Systems & Services Officer				
3.	Signature	Date Approved		07/17/2025	
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			