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| Introduction Date | 9-24-2025 |
| Enactment Number | 25-1661 |
| Enactment Date | 9/24/2025 os |



Memo (Bid Award)

To Board of Education

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

Board Meeting Date September 24, 2025

Subject Agreement Between Owner and Contractor – Data Sync Communication Inc – Emerson 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 Sync Communication Inc**, Berkeley, CA., for the latter to provide installation of 21 new security cameras and replacement of 6 existing cameras. In addition, the selected vendor shall provide 3 attic stock cameras. The vendor shall also furnish and install a new recording server to replace the existing system and will be responsible for programming all cameras in Milestone for the **Emerson Elementary School Security Improvement Project**, in the amount of **\$74,000.00**, which includes a contingency fee of **\$7,000.00**, as the lowest responsive bidder, with the work anticipated to commence on **September 29, 2025**, and required to be completed within ninety (90) days, with an anticipated ending of **December 28, 2025**.

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

LBP (Local Business Participation Percentage) Waiver

Recommendation Approval by the Board of Education of Agreement Between Owner and Contractor by and between the District and Data Sync Communication Inc, Berkeley, CA., for the latter to provide installation of 21 new security cameras and replacement of 6 existing cameras. In addition, the selected vendor shall provide 3 attic stock cameras. The vendor shall also furnish and install a new recording server to replace the existing system and will be responsible for programming all cameras in Milestone for the Emerson Elementary School Security Improvement Project, in the amount of \$74,000.00, which includes a contingency fee of \$7,000.00, as the lowest responsive bidder, with the work anticipated to commence on September 29, 2025, and required to be completed within ninety (90) days, with an anticipated ending of December 28, 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. 25-2101

Department: Facilities Planning and Management

Vendor Name: Data Sync Communication Inc

Project Name: Emerson Elementary School Security Improvement

Project No.: 25050

Contract Term: Intended Start: September 29, 2025

Intended End: December 28, 2025

Total Cost Over Contract Term: \$74,000.00

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 Sync Communication, 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 Sync Communication, Inc. is installing 21 new security cameras and replacement of 6 existing cameras. In addition, the selected vendor shall provide 3 attic stock cameras. The vendor shall also furnish and install a new recording server to replace the existing system and will be responsible for programming all cameras in Milestone for the Emerson 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

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 **September 29, 2025**, is by and between the **Oakland Unified School District**, in Alameda County, California, hereinafter called the “Owner,” and **DATA SYNC COMMUNICATION INC .dba DATA SYNC COMMUNICATIONS, 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”) as described: construction services to provide installation of 21 new security cameras and replacement of 6 existing cameras at Emerson ES. Additionally, 3 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, as further described in the Proposal, which is attached as Exhibit A to this Agreement, 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 Bid Form all in strict compliance with Exhibit A and other contract documents related to the Emerson Elementary School Security Improvement Project, 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 > 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 **September 29, 2025**, in which case the deadline for Completion would be **December 28, 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 **SEVENTY-FOUR THOUSAND DOLLARS NO/100 (\$74,000.00)** 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 **SEVEN THOUSAND DOLLARS NO/100 (\$7,000.00)** 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 SYNC COMMUNICATION INC. DBA DATA SYNC COMMUNICATIONS, INC.

Signature: 

Name: VONTALLIO CARTER

Date: 8/20/2025

(Chairman, Pres., or Vice-Pres. VONTALLIO CARTER


Signature 

Name: VONTALLIO CARTER

Date: 8/20/2025

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) _____

OAKLAND UNIFIED SCHOOL DISTRICT


Jennifer Brouhard, President, Board of Education

9/25/2025

Date

Agreement Between Owner and Contractor Over \$75,000 – Data Sync Communication Inc. dba Data Sync Communications, Inc. – Emerson Elementary School Security Improvement Project - \$74,000.00 {SR799843}

Denise Gail Saddle

**Denise Saddler G. EdD, Interim Superintendent
and Interim Secretary, Board of Education**

9/25/2025

Date

Preston Thomas

Preston Thomas (Aug 28, 2025 23:11:26 PDT)

Preston Thomas, Chief Systems & Services Officer

Aug 28, 2025

Date

Approved As To Form:

James Traber

8/28/2025

OUSD Facilities Legal Counsel

Date

1062042

**CALIFORNIA CONTRACTOR'S
LICENSE NO.**

01/31/2026

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: Emerson Elementary School
Project: Security Improvements
Project #: 25050
Estimate: \$ 70,000.00

Date: Thursday, July 31, 2025
Time: 2:00 p.m.
Project Mgr: Sanchit Prabhakar
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

| | | | |
|--|--|--|--|
| Company: Data Sync Communications, Inc. Address: 1791 Solano Avenue, Suite A10 City/State: Berkeley, CA 94707 Phone: 510-505-0802 Fax: 510-688-2154 | Base Bid: \$ 67,000.00 Allowance: \$ 7,000.00 TOTAL: \$ 74,000.00 Alternates | Time Submitted 1:58 p.m. Date Submitted 7/30/2025 Time Opened 2:02 p.m. Date Opened 7/30/2025 | 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 |
| Company: DecoTech Systems, Inc. Address: 1180 Mt. Diablo Blvd., Suite #300 City/State: Walnut Creek, CA Phone: 925-954-1520 Fax: | Base Bid: \$ 97,800.00 Allowance: \$ 7,000.00 TOTAL: \$ 104,800.00 Alternates | Time Submitted 1:02 p.m. Date Submitted 7/31/2025 Time Opened 2:06 p.m. Date Opened 7/31/2025 | 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 |
| Company: Data Media Services, Inc. Address: 668 Queensland Circle City/State: Stockton, CA 95206 Phone: 209-688-1385 Fax: | Base Bid: \$ 74,000.00 Allowance: \$ 7,000.00 TOTAL: \$ 81,000.00 Alternates | Time Submitted 1:39 p.m. Date Submitted 7/31/2025 Time Opened 2:14 p.m. Date Opened 7/31/2025 | Required Day of Bid: Signed Bid Form X Addendum Acknow. Bid Bond 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 |
| Company: Address: City/State: Phone: Fax: | Base Bid: Allowance: TOTAL: Alternates: | Time Submitted Date Submitted Time Opened Date Opened | Required Day of Bid: Signed Bid Form Addendum Acknow. Bid Bond Non-Collusion Iran Contracting Certification Site Visit Certification Contractor's Sub List Debarment Suspension & Schd Z Local Business Participation Form DVBE Forms |

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 _____, 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 Emerson Elementary School Security Improvement Projects, located at 4803 Lawton Avenue, Oakland, (the "Contract"). The scope of work consists of installation of 21 new security cameras and replacement of 6 existing cameras at Emerson ES. Additionally, 3 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

Bid Amount (Base Bid):

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

| | |
|--|--------------------|
| <u>Seventeen Thousand, Four Hundred</u> Dollars <i>Bid Amount Without Contingency Allowance</i> | <u>\$17,400.00</u> |
| <u>Seven Thousand</u> Dollars <i>Total of Allowances (see Section I V of Agreement)</i> | <u>\$7,000.00</u> |
| <u>Seventeen Thousand, Four Hundred</u> Dollars <i>Total Base Bid Amount</i> | <u>\$24,400.00</u> |
| By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances. | |

Miscellaneous:

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO.: 25050
JULY 17, 2025

BID FORM
DOCUMENT 00 31 01

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:

DATA SYNC COMMUNICATIONS, INC
1791 SOLANO AVE SUITE A10 BERKELEY, CA 94707

Our Public Liability and Property Damage Insurance is placed with:

HISCOX, INC 5 CONCOURSE PARKWAY
SUITE 2150 ATLANTA, GA 30328

Our Workers' Compensation Insurance is placed with:

STEVEN ALMANZA AGENCY
22939 HAWTHORNE BLVD. UNIT 311 TORRANCE, CA 90505

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.

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

{SR799810}2

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 SYNC COMMUNICATIONS, INC

Business Address: 1791 SOLANO AVE SUITE A10 BERKELEY, CA 94707

Telephone Number: 510.507.0802

Email Address: INFO@DATASYNCCOMMUNICATION.COM

California Contractor License No.: 1062042

Class and Expiration Date: C-7 1/31/2026

Public Works Contractor Registration No.: 1001169570

State of Incorporation, if Applicable: CALIFORNIA

INDIVIDUAL:

Dated: 7/28/, 2025
7/29 2025

VONTARIO CARTER
(Name)

PARTNERSHIP:

{SR799810}3

Dated: _____, 20__

General Partner

Evidence of authority to bind corporation is attached.

Dated: _____, 20__

____ (Chairman, Pres., or Vice-Pres.)

(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Data Sync Communication Inc
1791 Solano Ave, Ste A10
Berkeley, CA 94707
CA Contractor License: 1062042

SURETY:

(Name, legal status and principal place of business)

Platte River Insurance Company
1600 Aspen Commons Ste 300
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Oakland Unified School District
955 High Street
Oakland, CA 94601

BOND AMOUNT: \$75,000.00

PROJECT:

(Name, location or address, and Project number, if any)

Emerson Elementary School Security Improvement Project
4803 Lawton Avenue, Oakland, CA 94609
Project No. 25050
Installation of security cameras, replace existing cameras

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2761272

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Eric Fauerbach

Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ 75,000.00 for PR2761272

Bond Amount

Bond Number

on behalf of DATA SYNC COMMUNICATION INC DBA Data Sync Communications, Inc

Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

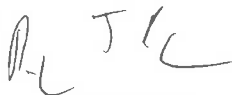
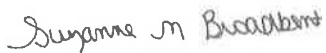
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



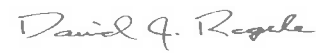
PLATTE RIVER INSURANCE COMPANY


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of July, 2025.




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2025

(Witness)

(Witness)

Jason O'Leary

DATA SYNC COMMUNICATIONS, INC
(Contractor as Principal) (Seal)

(Title)

Platte River Insurance Company
(Surety)

(Title)

Eric Fauerbach

Attorney-In-Fact



SITE VISIT CERTIFICATION
DOCUMENT 00 40 02

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

PROJECT: Emerson 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 _____ (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.

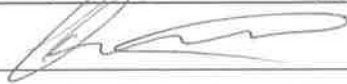
Date:

7/29/2025

Proper Name of Bidder:

DATA SYNC COMMUNICATIONS, INC

Signature:



Print Name:

VONTALLIO CARTER

Title:

CEO

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: Emerson Elementary School Security Improvement Project

I, VONTALLIO CARTER, declare that I am the CEO
[insert title] of DATA SYNC COMM, 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 SYNC COMM [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 SYNC COMM [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 7/29 2025 at BERKELEY [city],
CA [state].

Date: 7/29/2025


Signature

Print Name: VONTALLIO CARTER
Print Title: CEO

NONCOLLUSION DECLARATION
DOCUMENT 00 40 03

Owner: Oakland Unified School District
Contract: Emerson Elementary School Security Improvement Project

The undersigned declares:

I am the CEO of DATA SYNC COMM, 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 7/29, 2025 at Berkeley [city], CA [state].

Signature 

VONTALLIO CARTER
Print Name

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 25050
JULY 17, 2025

NON-COLLUSION
DOCUMENT 00 40 03

**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).)

{SR684074} 1

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: 7/29/2025


Signature

Name: VONTALLIO CARTER

Title: CEO

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).)

| | | |
|---|--|----------------------------|
| Bidder Name/Financial Institution (Printed) CHASE BANK | | Federal ID Number (or n/a) |
| By (Authorized Signature)  | | |
| Printed Name and Title of Person Signing VONTALLIO CARTER | | |
| Date Executed 7/29/2025 | Executed in BERKELEY, CA 94707 | |

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.

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

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.

DATA SYNC COMMUNICATIONS, INC

Company Name

1791 SOLANO AVE SUITE A10
BERKELEY, CA 94707

Address



Signature of Authorized Representative

VONTALLIO CARTER

Type or Print Name

510

Area Code

507-0802

Phone

7/29/25

Date

VONTALLIO CARTER

Type or Print Name

END OF DOCUMENT

PERFORMANCE BOND
DOCUMENT 00 61 00

Bond Number: PR2763187

KNOW ALL MEN BY THESE PRESENTS that we, DATA SYNC COMMUNICATION INC DBA
Data Sync Communications, Inc, as Principal, and Platte River Insurance Company, as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of Seventy Four Thousand Dollars and 00/100 Dollars (\$ 74,000.00) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated September 29, 2025, for construction of

Emerson Elementary School Security Improvement Projects, located at 4803 Lawton Avenue, Oakland, (the "Contract"), The scope of work consists of Installation of 21 new security cameras and replacement of 6 existing cameras at Emerson ES. Additionally, 3 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 condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

{SR798942} 1

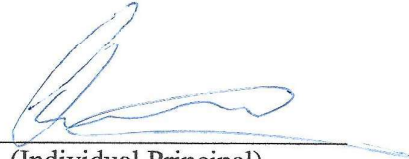
OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 25050
JULY 17, 2025

PERFORMANCE BOND
DOCUMENT 00 61 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 25th ___ day of August, 2025, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)


(Individual Principal)

1791 SOLANO AVE SUITE A10
BERKELEY, CA 94707
(Business Address)

DATA SYNC COMMUNICATION INC DBA Data Sync
Communications, Inc

(Affix Corporate Seal)

DATA SYNC COMMUNICATION INC
(Corporate Principal)

1791 SOLANO AVE, SUITE A10
BERKELEY, CA 94707
(Business Address)

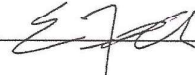
(Affix Corporate Seal)

Platte River Insurance Company
(Corporate Surety)

1600 Aspen Commons, Suite 300,
(Business Address)

Middleton, WI 53562



By: 
Eric Fauerbach, Attorney-In-Fact

The rate of premium on this bond is 6% per thousand.

The total amount of premium charged is \$4,440.00.

The above must be filled in by Corporate Surety.

{SR798942}2

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 25050
JULY 17, 2025

PERFORMANCE BOND
DOCUMENT 00 61 00

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2763187

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Eric Fauerbach

Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ 74,000.00 for PR2763187

Bond Amount

Bond Number

on behalf of DATA SYNC COMMUNICATION INC DBA Data Sync Communications, Inc

Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

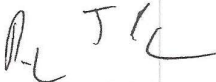
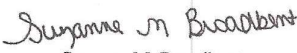
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

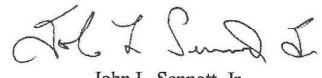
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



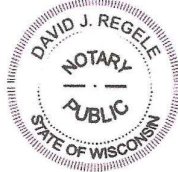
PLATTE RIVER INSURANCE COMPANY

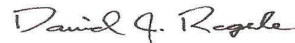

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE

} S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent


STATE OF WISCONSIN
COUNTY OF DANE

} S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 25th day of August, 2025.




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA (Rev. 01-2020)

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: PR2763187

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and DATA SYNC COMMUNICATION INC DBA Data Sync Communications, Inc, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

Emerson Elementary School Security Improvement Projects, located at 4803 Lawton Avenue, Oakland, (the "Contract"), The scope of work consists of Installation of 21 new security cameras and replacement of 6 existing cameras at Emerson ES. Additionally, 3 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

which said agreement dated **September 29, 2025** and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Platte River Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Seventy Four Thousand dollars and 00/11 Dollars (\$ 74,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 25050
JULY 17, 2025

PAYMENT BOND
DOCUMENT 00 61 01

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

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

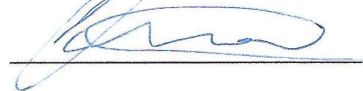
And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 25th day of August, 2025.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

DATA SYNC COMMUNICATION INC DBA Data
Sync Communications, Inc

Principal



Platte River Insurance Company

Surety

1600 Aspen Commons, Suite 300,
Middleton, WI 53562



By:


Attorney-in-Fact

Eric Fauerbach

The above bond is accepted and approved this 25 day of Aug, 2025.

{SR798938}2

OAKLAND UNIFIED SCHOOL DISTRICT
EMERSON ELEMENTARY SCHOOL
SECURITY IMPROVEMENT
PROJECT NO. 25050
JULY 17, 2025

PAYMENT BOND
DOCUMENT 00 61 01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2025

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

Terry Wilson
Berkshire Hathaway Direct Insurance Company
PO Box 1668
Wilkes-Barre PA 18703-1668

CONTACT**NAME:****PHONE**

(A/C, No, Ext): (800) 507-4495

FAX

(A/C, No):

E-MAIL

ADDRESS: terry.wilson@threeinsurance.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Berkshire Hathaway Direct Insurance Company

10391

INSURED

Data Sync Communications, Inc
1791 Solano Ave
A10
Berkeley CA 94707

INSURER B:**INSURER C:****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 | X | COMMERCIAL GENERAL LIABILITY | | | | PCA6X9CJZL | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE | \$1,000,000 |
| | | CLAIMS-MADE | X | | OCCUR | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | X | POLICY | | | PRO-JECT | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | | OTHER | | | | | | | | \$ |
| A | | AUTOMOBILE LIABILITY | | | | PCA6X9CJZL | 02/01/2025 | 02/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ |
| | | OWNED AUTOS ONLY | X | | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | X | HIRED AUTOS ONLY | | | NON-OWNED AUTOS ONLY | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | | | |
| | | UMBRELLA LIAB | | | OCCUR | | | | EACH OCCURRENCE | |
| | | EXCESS LIAB | | | CLAIMS-MADE | | | | AGGREGATE | \$ |
| | | DED | | | RETENTION \$ | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | PER STATUTE | \$ |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | | | | | OCCUR | PCA6X9CJZL | 02/01/2025 | 02/01/2026 | PER OCCUR/AGGREGATE | \$1,000,000 / \$3,000,000 |
| | | Errors & Omissions | | | X | | | | | |
| | | CYBER | | | X | | | | PER OCCUR/AGGREGATE | \$1,000,000 / \$3,000,000 |

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

RE: Project Oakland Unified School District Emerson Elementary School Security Improvement in Alameda County. Owner, its governing board, officers, agents, trustee, employees, and any other person or entity is an additional insured on the general liability policy only in regard to work performed by the insured, per ISO endorsements CG 20 37 04 13 and CG 20 10 04 13 and CG 20 01 04 13 and CG 20 12 05 09 and CG 20 29 or equivalent. The policy contains a blanket Additional Insured provision adding Additional Insured where required by a written contract with the insured prior to the start of work. The certificate holder is named an additional insured. Waiver of Subrogation and Blanket Additional Insured provisions are contained with Form 3PG 00 00-11/22 or later edition date. The insurer agrees to waive our right to recover from the certificate holder to the extent required by written contract. The certificate holder has waivers of subrogation as their interest may appear (ATIMA). The policy contains a blanket waiver of subrogation where required by a written contract with the insured prior to the start of work performed by insured, per ISO endorsements CG 20 10 11 85 and or equivalent. The policy is Primary as to the losses it covers, and the insurer will not seek contribution if there is a written contract requirement between the insured and the certificate holder. Completed and Ongoing operations regarding general liability are included subject to the Each Occurrence and General Aggregate in the Commercial General Liability section for policy #PCA6X9CJZL. The insurer will provide at least 30 days before cancellation or 10 days if for nonpayment of premium prior to when the insurer cancels and non-renews

CERTIFICATE HOLDER

Oakland Unified School District
955 High St
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Emerson Elementary School Security Improvement | Site | 115 |
|---------------------|--|-------------|-----|

Basic Directions

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

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

Contractor Information

| | | | | | | | |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Data Sync Communication Inc. | Agency's Contact | Vontallio Carter | | | | |
| OUSD Vendor ID # | 009437 | Title | President | | | | |
| Street Address | 1791 Solano Ave, Suite 410 | City | Berkeley | State | CA | Zip | 94707 |
| Telephone | 510-507-0802 | 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 # | 25050 | | | | | | |

Term of Original/Amended Contract

| | | | |
|---|-----------|--|------------|
| Date Work Will Begin (i.e., effective date of contract) | 9-29-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-28-2025 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|--|-------------|---|----|
| If New Contract, Total Contract Price (Lump Sum) | \$74,000.00 | 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 | 210-9657-0-9000-8500-6274-115-9180-9906-9999-25050 | 6274 | \$74,000.00 |

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 <i>James Traber</i> | Date Approved | 8/28/2025 | | |
| | Chief Systems & Services Officer | | | | |
| 3. | Signature <i>PST</i> <small>Preston Thomas (Aug 28, 2025 23:11:26 PDT)</small> | Date Approved | Aug 28, 2025 | | |
| | Chief Financial Officer | | | | |
| 4. | Signature | Date Approved | | | |
| | President, Board of Education | | | | |
| 5. | Signature | Date Approved | | | |