

Board Office Use: Legislative File Info.	
File ID Number	25-2899
Introduction Date	01-14-2026
Enactment Number	
Enactment Date	



## Memo

<b>To</b>	Board of Education
<b>From</b>	Denise Gail Saddler, Ed.D., Interim Superintendent Preston Thomas, Chief Systems & Services Officer Sele Nadel-Hayes, Executive Director of Construction
<b>Board Meeting Date</b>	January 14, 2026
<b>Subject</b>	Amendment No. 2, General Services Agreement – Tulum Innovative Engineering, Inc. – Cole Data Center Move Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the District and Tulum Innovative Engineering, Inc., Oakland, CA, to provide a temporary generator to support infrastructure programming for the Data Center at the Cole Project, the generator is required by the Information Technology Department to ensure continuity of operations in the event of a power outage, as the server supports approximately half of the District's network and internet services, as detailed in the proposal dated May 19, 2025, attached to this Amendment as Exhibit A, in an additional amount of \$205,307.00, increasing the Agreement's total amount from \$43,353.44 to \$248,66.44, and extending the term of the Agreement from May 15, 2025 through December 31, 2025 to January 30, 2026, an (additional 30 days). All other terms and conditions of the Agreement remain in full force and effect.
<b>Discussion</b>	This Amendment is for additional services and extending the term of the Agreement an additional 30 days.
<b>LBP</b> (Local Business Participation Percentage)	100.00%
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 2, General Services Agreement by and between the District and Tulum Innovative Engineering, Inc., Oakland, CA, to provide a temporary generator to support infrastructure programming for the Data Center at the Cole Project, the generator is required by the Information Technology Department to ensure continuity of operations in the event of a power outage, as the server supports approximately half of the District's network and internet services, as detailed in the proposal dated May 19, 2025, attached to this Amendment as Exhibit A, in an additional amount of \$205,307.00, increasing the Agreement's total amount from \$43,353.44 to \$248,66.44, and extending the term of the Agreement from May 15, 2025 through December 31, 2025 to January 30, 2026, an (additional 30 days). All other terms and conditions of the Agreement remain in full force and effect.
<b>Fiscal Impact</b>	Fund 21 Building Funds, Measure J
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 2, including Exhibits</li> </ul>

- Routing Form
- File ID: 25-1279 & 25-0861

- Routing Form
- File ID: 25-1279 & 25-0861

## AMENDMENT NO. 2

### TO A GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Tulum Innovative Engineering, Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Cole Data Center Move Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. The CONTRACTOR shall provide the following amended services: Providing a temporary generator for the Data Center at the Cole Project, in order to avoid a loss of continuity of operations for a server supporting approximately half of the District's network and internet services, as detailed in the proposal dated May 19, 2025, attached to this Amendment as Exhibit A.		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term expiration date is January 30, 2026.		
3. <b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The not to exceed contract price is		
Increased by: <b><u>Two Hundred Five Thousand Three Hundred Seven Dollars (\$205,307.00).</u></b>		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).		
<input type="checkbox"/> Prior to this amendment, the not-to-exceed total contract price was <b><u>Forty-Three Thousand Three Hundred Fifty-Three Dollars 44/100 (\$43,353.44)</u></b> , and after this amendment, the not-to-exceed total contract price will be: <b><u>Two Hundred Forty-Eight Thousand Six Hundred Sixty Dollars and Forty-Four Cents (\$248,660.44).</u></b>		

#### 4 Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	6-4-2025	Compensation & Term	\$6,845.70

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR: Tulum Innovative Engineering, Inc.**

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

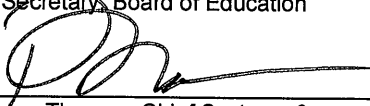
\_\_\_\_\_  
Date

Marissa M Zamora 12/15/25  
Contractor Signature Date

Marissa M Zamora, President & CEO  
Print Name, Title

\_\_\_\_\_  
Denise Gail Saddler, Ed.D., Interim Superintendent  
and Secretary, Board of Education

\_\_\_\_\_  
Date

  
Preston Thomas, Chief Systems &  
Services Officer

12/15/25  
Date

**Approval as to form:**

Jim Traber  
James Traber, Esq.  
Facilities Counsel

12/12/25

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name:** Tulum Innovative Engineering, Inc.

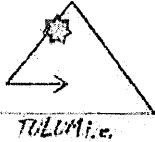
1. Detailed Description of Services to be provided:: To provide a temporary generator to support infrastructure programming for the Data Center at Cole, and a time extension to the term, as detailed in the proposal dated May 19, 2025, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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

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**TULUM** INNOVATIVE ENGINEERING

Elena Comrie  
OUSD  
955 High Street  
Oakland, CA 94601  
(510) 535 - 7062

**Project:** OUSD – Cole Administrative Building –  
Cole Data Center Temporary Generator, Programming, Commissioning  
**Bid Date:** May 19, 2025  
**Proposal #:** 25-318  
**Addendums:**  
**Base Bid:** LUMP SUM

<b>Temporary Generator, Programming &amp; Commissioning:</b>	<b>\$205,307.00</b>
<b>TOTAL:</b>	<b>\$205,307.00</b>

**Alternate Bids:**

**TOTAL: \$ N/A**

**GRAND TOTAL: \$205,307.00**

**Work Scope:**

1. Provide temporary generator for Cole Data Center
2. Perform Programming and Commissioning
3. Perform weekly maintenance (2 hours per week minimum)
4. Test all system(s) operation.

**Assumptions, Clarifications and Exclusions:**

1. Bonding is excluded. Proposal valid for thirty (30) days.
2. Work to be performed during normal working hours 7:00AM – 3:30PM and weekends.
3. Permits (any) to be obtained by others.
4. TERMS: NET 30 DAYS
5. This document to become part of contract should TULUM I.E. be selected as the contractor.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S2

**CONTRACTOR:** TULUM SYSTEMS

**PROJECT NAME:** COLE Administrative Building

**PROJECT NUMBER**

**WORK ORDER NUMBER:** TULUM-COLE-075 **DATE:** 5/19/2025

**WORK ORDER DESCRIPTION:** OUSD – Cole Administrative Building  
Cole Data Center Temporary Generator, Programming, Commissioning

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	28,488.72	
2. Ten percent (10%) of Line 1	\$	2,848.87	
3. Sum of Lines 1 & 2			\$ 29,137.59
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	1,218.86	
6. Ten percent (10%) of Line 5	\$	121.89	
7. Sum of Lines 5 & 6			\$ 1,340.74
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	137,495.76	
10. Ten percent (10%) of Line 9	\$	13,749.58	
11. Sum of Lines 9 & 10			\$ 151,245.34
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	22,460.09	
Energy Systems	\$	22,460.09	
	\$	-	
13. Five percent (5%) of line 12	\$	1,123.00	
14. Sum of Lines 12 & 13			\$ 23,583.09
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 205,307
COST OF BONDS			\$ -
TOTAL CHANGE ORDER			\$ 205,307

**NOTE:**

1. TULUM reserves the right to proposal due to material or equipment cost escalation, or personnel wage increases.
2. Set up back up generator for server room. Install and wire SO cord from generator to switchgear.
3. Coordinate generator start up with United Rentals. Perform programming, verification testing with OUSD, IOR
4. Maintain generator 100% fueled.
5. Starting July, 2024 - performed testing M-W-F mornings, 1 hr.
6. Expected removal is December, 2024. Moved to July 3, 2025





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Cole Data Center Move Project	Site	109
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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	Tulum Innovative Engineering	Agency's Contact		Rafael Zamora				
OUSD Vendor ID #	004387	Title		Project Manager				
Street Address	3101 Hyde Street	City	Oakland	State	CA	Zip	94601	
Telephone	510-773-1833	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 #	24106/19119							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	01-30-2026

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$205,307.00
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
9750/9000	Fund 21, Measure J	210-9750-0-9000-8500-6274-109-9180-9905-9999-24106 2109650-0-9805-8500-6274-109-9180-9905-9999-19119	6274	\$205,307.00

### 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 of Facilities				
	Signature		Date Approved	12/16/25	
2.	OUSD Counsel, Facilities				
	Signature	Jim Traber	Date Approved	12/12/25	
	Chief Systems and Services Officer				
3.	Signature		Date Approved	12/15/25	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				

**FILE ID**  
**25-1279**

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1279
Introduction Date	6-4-2025
Enactment Number	25-0980
Enactment Date	6/4/2025 CJH



## Memo

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, of Facilities
<b>Board Meeting Date</b>	June 4, 2025
<b>Subject</b>	Amendment No. 1 to General Services Agreement – Tulum Innovative Engineering, Inc. – Cole Data Center Move Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and <b>Tulum Innovative Engineering, Inc.</b> , Oakland, CA, for the latter to provide additional construction services, including the removal and relocation of the staff parking lot, rolling gate gooseneck pedestal, and access control systems for the <b>Cole Data Center Move Project</b> , in an additional amount of \$6,845.70, increasing the Agreement's total lump sum amount from \$36,507.74, to \$43,353.44, and extending the term of the Agreement from May 15, 2025 through July 31, 2025 to December 31, 2025, (an additional 153 days). All other terms and conditions of the Agreement remain the same and in full force and effect.
<b>Discussion</b>	This Amendment is for additional construction services and extending the term of the Agreement for an additional 153 days.
<b>LBP</b> (Local Business Participation Percentage)	100.00%
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the District and Tulum Innovative Engineering, Inc., Oakland, CA, for the latter to provide additional construction services, including the removal and relocation of the staff parking lot, rolling gate gooseneck pedestal, and access control systems for the Cole Data Center Move Project, in an additional amount of \$6,845.70, increasing the Agreement's total lump sum amount from \$36,507.74, to \$43,353.44, and extending the term of the Agreement from May 15, 2025 through July 31, 2025 to December 31, 2025, (an additional 153 days). All other terms and conditions of the Agreement remain the same and in full force and effect.
<b>Fiscal Impact</b>	Fund 21 Building Funds, Measure J
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 1, including Exhibits</li> <li>Routing Form</li> <li>File ID: 25-0861(Not board approved yet)</li> </ul>

## AMENDMENT NO. 1

### TO A GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Tulum Innovative Engineering, Inc.** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **May 15, 2025** ("Agreement"), for the **Cole Data Center Move Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: To provide additional construction services, including the removal and relocation of the staff parking lot, rolling gate gooseneck pedestal, and access control systems, as detailed in the proposal dated April 24, 2025, attached to this Amendment as Exhibit A.</p>		
<b>2. Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended the current end date of July 31, 2025 to December 31, 2025, by an additional one hundred fifty-three (153) days.</p>		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The lump sum contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <b><u>Six Thousand Eight Hundred Forty-Five Dollars and 70/100 (\$6,845.70).</u></b></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p><input type="checkbox"/> Prior to this amendment, the lump sum total contract price was <b><u>Thirty-Six Thousand Five Hundred Seven Dollars and 74/100 (\$36,507.74),</u></b> and after this amendment, the lump sum total contract price will be: <b><u>Forty-Three Thousand Three Hundred Fifty-Three Dollars and 44/100 (\$43,353.44).</u></b></p>		


#### 4. Amendment History:

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

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


- 5. No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

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


6/5/2025

\_\_\_\_\_  
Date

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

6/5/2025

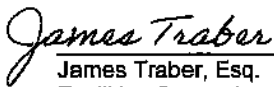
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Preston Thomas \(May 9, 2025 14:02 PDT\)](#)  
Preston Thomas, Chief Systems &  
Services Officer

05/09/2025

\_\_\_\_\_  
Date


**Approval as to form:**

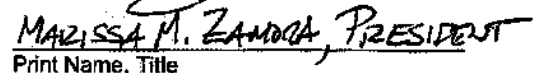
  
\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

05/07/2025

\_\_\_\_\_  
Date

**CONTRACTOR: Tulum Innovative Engineering, Inc.**

 5/5/25  
\_\_\_\_\_  
Contractor Signature Date

  
\_\_\_\_\_  
MARISSA M. ZAMORA, PRESIDENT  
Print Name, Title

**EXHIBIT “A”**  
**Scope of Work for Amendment**

**Contractor Name: Tulum Innovative Engineering, Inc.**

1. Detailed Description of Services to be provided:

The CONTRACTOR shall provide the following amended services: To provide additional construction services, including the removal and relocation of the staff parking lot, rolling gate gooseneck pedestal, and access control systems, as detailed in the proposal dated April 24, 2025, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

<input type="checkbox"/> 0 Ensure a high quality instructional core	<input type="checkbox"/> 0 Prepare students for success in college and careers
<input type="checkbox"/> 0 Develop social, emotional and physical health	<input checked="" type="checkbox"/> X Safe, healthy and supportive schools
<input checked="" type="checkbox"/> X Create equitable opportunities for learning	<input checked="" type="checkbox"/> x Accountable for quality
<input type="checkbox"/> 0 High quality and effective instruction	<input type="checkbox"/> 0 Full service community district

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# **LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment**

☐ LBU Not Impacted  
(LBU Compliance Verification Only)

PRIME: TULUM Systems Original Contract Amount (Base Bid): \$ 6,845.70  
 Project: Cole Gate Reprogramming Originally Proposed LBU %: 100 %  
 Project #:  
 Project Manager: Elena Comrie Amendment/Change Order No.:  
 Date: 04/29/25 Total Contract Amount (Amended Contract, to Date): \$ 6,845.70  
 Proposed LBU %: 100 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
<b>PRIME Company:</b> TULUM Systems Address: 3101 Hyde Street City/State: Oakland, CA 94601 Phone: 510-589-2763	6845.700	%	100.00 %	%	
<b>Company:</b> Address: City/State: Phone:	0	%	%	%	
<b>Company:</b> Address: City/State: Phone:	0.00	%	%	%	
<b>Company:</b> Address: City/State: Phone:	0	%	%	%	
<b>Company:</b> Address: City/State: Phone:	0	%	%	%	
<b>Company:</b> Address: City/State: Phone:	0.00	%	%	%	
	\$ 6,845.70	0.00 %	100.00 %	0.00 %	100.00 %

**APPROVAL- LBU Compliance Officer**

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024





**TULUM** INNOVATIVE ENGINEERING

Elena Comrie  
OUSD  
955 High Street  
Oakland, CA 94601  
(510) 535 - 7062

Project: OUSD – Cole Administrative Building –  
Aiphone, Access Control & Keypad Gate Pedestal Move & Integration  
Bid Date: April 24, 2025  
Proposal #: 25-219  
Addendums:  
Base Bid: LUMP SUM

Programming & Integration  
Of Gate Pedestal: \$6845.70  
  
TOTAL: \$6845.70

Alternate Bids:

TOTAL: \$ N/A

GRAND TOTAL: \$6845.70

**Work Scope:**

1. Remove employee parking gate gooseneck with Aiphone, Card Reader and gate keypad from existing location
2. Trench and re-route existing underground conduits. Frame and pour new concrete pad gooseneck.
3. Re-route power and Aiphone, Card Reader and gate keypad wiring.
4. Test all system(s) operation.
5. Plug hole in existing concrete pad.

**Assumptions, Clarifications and Exclusions:**

- ~~1. Bonding is excluded. Proposal valid for thirty (30) days.~~
2. Work to be performed during normal working hours 7:00AM – 3:30PM and weekends.
3. Permits (any) to be obtained by others.
- ~~4. TERMS: NET 30 DAYS~~
5. This document to become part of contract should TULUM I.E. be selected as the contractor.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Data Center Move Project	<b>Site</b>	109
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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.**

<b>Attachment Checklist</b>	<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	Tulum Innovative Engineering	Agency's Contact		Rafael Zamora			
OUSD Vendor ID #	004387	Title		Project Manager			
Street Address	3101 Hyde Street	City	Oakland	State	CA	Zip	94601
Telephone	510-773-1833	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 #	24106						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	05-15-2025	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	12-31-2025

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$6,845.70
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9750/9000	Fund 21, Measure J	210-9750-0-9000-8500-6274-109-9180-9905-9999-24106	6274	\$6,845.70

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

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

1.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director of Facilities</b>				
	<b>Signature</b>			<b>Date Approved</b>	
2.	<b>Counsel, Division of Facilities Planning and Management</b>				
	<b>Signature</b> <i>James Traber</i>			<b>Date Approved</b>	05/07/2025
3.	<b>Chief Systems and Services Officer</b>				
	<b>Signature</b> <i>Preston Thomas</i>			<b>Date Approved</b>	05/09/2025
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>			<b>Date Approved</b>	
5.	<b>President, Board of Education</b>				
	<b>Signature</b>			<b>Date Approved</b>	



Board Office Use: Legislative File Info.	
File ID Number	25-0861
Introduction Date	05-14-2025
Enactment Number	25-0717
Enactment Date	5/14/2025 CJH



## Memo (Non-Bid Award)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems & Services Officer  
Kenya Chatman, Executive Director of Facilities

**Board Meeting Date** May 14, 2025

**Subject** General Services Agreement Between Owner and Contractor – Tulum Innovative Engineering, Inc. – Cole Data Center Move Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement by and between the District and **Tulum Innovative Engineering, Inc.**, Oakland, California, for the latter to modify and integrate Access Control server software to allow communication and operation of Aiphone and Cisco devices through Oakland Unified School District network for the **Cole Data Center Move Project** in the lump-sum amount of **\$36,507.74** with the work scheduled to commence on **May 15, 2025**, and expected to last until **July 31, 2025**.

**Discussion** Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the District and Tulum Innovative Engineering, Inc., Oakland, California, for the latter to modify and integrate Access Control server software to allow communication and operation of Aiphone and Cisco devices through Oakland Unified School District network for the Cole Data Center Move Project in the lump-sum amount of \$36,507.74 with the work scheduled to commence on May 15, 2025, and expected to last until July 31, 2025.

**Fiscal Impact** Fund 21 Building Funds, Measure J

**Attachments**

- Contract Justification Form
- 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. 25-0861

Department: Division of Facilities Planning and Management

Vendor Name: Tulum Innovative Engineering, Inc.

Project Name: Cole Data Center Move Project

Project No.: 24106

Contract Term: Intended Start: May 15, 2025

Intended End: July 31, 2025

Total Cost Over Contract Term: \$36,507.74

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?

Vendor was selected because they are currently working on the Cole Administrative Center project have installed various electrical and technology systems, and will be able to integrate software expeditiously.

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

Modify and integrate Access Control server software to allow communication and operation of Aiphone and Cisco devices through the Oakland Unified School District network.

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?

Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (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 \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ 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 \$109,300 (as of 1/1/23)
- ☐ 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:

- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This general services agreement (“Agreement”) is made and entered into effective **May 15, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Tulum Innovative Engineering, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the Cole Data Center Move Project (“Project”) **modify and integrate Access Control server software to allow communication and operation of Aiphone and Cisco devices through Oakland Unified School District network** (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Tulum Innovative Engineering, Inc.** consultants specially qualified to provide the services required by the District.

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

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor’s insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately

{SR801406}

upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Thirty-Six Thousand Five Hundred Seven Dollars and Seventy-Four Cents (\$36,507.74)**, which consists of a lump sum of **Thirty-Six Thousand Five Hundred Seven Dollars and Seventy-Four Cents (\$36,507.74)** for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$00.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or



failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law

or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

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

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

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

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

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

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

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

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

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

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the

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

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

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

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

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District 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.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions

or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.




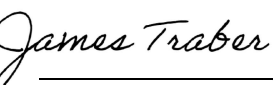
Address for District Notices:


Address for Contractor Notices:

OUSD 955 High Street Oakland, CA 94601	Tulum Innovative Engineering 3101 Hyde Street Oakland, CA 94604
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**OAKLAND UNIFIED SCHOOL DISTRICT**

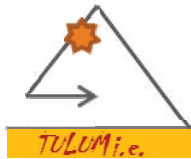
**TULUM INNOVATIVE ENGINEERING**

	5/15/2025
Jennifer Brouhard, President, Board of Education	Date
	5/15/2025
Kyla Johnson-Trammell, Superintendent & Secretary of the Board of Education	Date
 <small>Preston Thomas (Apr 4, 2025 00:03 PDT)</small>	Apr 4, 2025
Preston Thomas, Chief Systems & Services Officer	Date
	04/02/2025
James Traber, Esq. Counsel, OUSD	Date

	4/1/25
Signature	Date
<u>Marissa M Zamora, President &amp; CEO</u>	
Print Name, Title	

**EXHIBIT A**

**Scope of Services**



**TULUM** INNOVATIVE ENGINEERING

Elena Comrie  
OUSD  
955 High Street  
Oakland, CA 94601  
(510) 535 - 7062

Project: OUSD – Cole Administrative Building –  
Aiphone & Access Control Integration  
Bid Date: February 14, 2025  
Proposal #: 25-108  
Addendums:  
Base Bid: LUMP SUM

Programming & Integration  
Of Aiphone & Access Control Systems: \$36,407.74  
  
TOTAL: \$36,407.74

Alternate Bids:

TOTAL: \$ N/A

GRAND TOTAL: \$36,407.74

**Work Scope:**

1. Modify and integrate Access Control server software to allow communication and operation of Aiphone devices and Cisco telephone sets through the OUSD network.
2. Insure that all Cisco telephone sets can operate the front door and parking lot gate through the Aiphone devices.
3. Provide all programming information to OUSD staff for review.
4. Provide system operational training to OUSD staff.
5. Provide system operational training for security staff.

**Assumptions, Clarifications and Exclusions:**

1. Bonding is excluded. Proposal valid for thirty (30) days.
2. Work to be performed during premium working hours. 3:30PM – 11:30PM and weekends.
3. Permits (any) to be obtained by others.
4. TERMS: NET 30 DAYS
5. This document to become part of contract should TULUM I.E. be selected as the contractor.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

3101 HYDE STREET

OAKLAND, CA 94601

TEL (510) 355-8159

LICENSE #1019937



**INTELLIBID COST BREAKDOWN**  
SHEET S1 OF S3

CONTRACTOR: TULUM SYSTEMS

PROJECT NAME: COLE Administrative Building

PROJECT NUMBER

CHANGE ORDER NUMBER: TULUM-COLE-087 DATE: 2/14/2025

CHANGE ORDER DESCRIPTION: OUSD Directive - Integration of Aiphone & Cameras with Access Control System

SUMMARY OF TOTAL COSTS			
1. TOTAL DIRECT LABOR COSTS	\$	4,981.90	
2. Ten percent (10%) of Line 1	\$	498.19	
3. Sum of Lines 1 & 2			\$ 5,480.09
4. TOTAL BURDEN LABOR COSTS			\$ -
5. TOTAL MATERIAL COSTS	\$	4,076.49	
6. Ten percent (10%) of Line 5	\$	407.65	
7. Sum of Lines 5 & 6			\$ 4,484.14
8. Tax			
9. TOTAL EQUIPMENT RENTAL COSTS	\$	-	
10. Ten percent (10%) of Line 9	\$	-	
11. Sum of Lines 9 & 10			\$ -
12. TOTAL OF LOWER TIER SUBCONTRACTED COST	\$	25,279.53	
JCI Security	\$	25,279.53	
	\$	-	
13. Five percent (5%) of line 12	\$	1,263.98	
14. Sum of Lines 12 & 13			\$ 26,543.51
SUBTOTAL OF DIRECT COSTS & MARK-UP			\$ 36,507.74
COST OF BONDS			\$ -
TOTAL CHANGE ORDER			\$ 36,507.74

NOTE:

1. TULUM reserves the right to amend the CO due to material or equipment cost escalation, or personnel wage increases.

## INTELLIBID COST BREAKDOWN

**SHEET S2 OF S3**

CONTRACTOR: TULUM SYSTEMS

PROJECT NAME: COLE Administrative Building

PROJECT NUMBER

CHANGE ORDER NUMBER: TULUM-COLE-087

DATE: 2/14/2025

CHANGE ORDER DESCRIPTION: OUSD Directive - Integration of Iphone & Cameras with Access Control System  
Amtz File #

		LABOR		
NAME		HOURS	RATE	TOTAL
DIRECT COSTS	Electrical - Journeyman	35.0	\$ 142.34	\$ 4,981.90
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet S1)				\$ 4,981.90
TOTAL BURDEN LABOR COSTS (Transfers to Line 4 of Sheet S1)				\$ -
				\$ 4,981.90

DESCRIPTION		MATERIALS		COST	
MATERIAL - ADI	2	\$	588.99	\$	1,177.98
MATERIAL - REXEL	2	\$	1,259.76	\$	2,519.52
MATERIAL COSTS (Without Sales Tax)		\$		\$	3,697.50
FREIGHT, SHIPPING, HANDLING		\$		\$	-
SUBTOTAL MATERIAL COSTS (Without Sales Tax) - Line 5 of Sheet 1		\$		\$	3,697.50
SALES TAX ON MATERIAL AT 10.25% - Line 8 of Sheet 1		\$		\$	378.99
TOTAL MATERIAL COSTS		\$		\$	4,076.49

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
		0	\$ -	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Sub-total	\$ -
			Tax	\$ -
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet S1)				\$ -



### INTELLIBID COST BREAKDOWN

**SHEET S3 OF S3**

CONTRACTOR:

**TULUM SYSTEMS**

PROJECT NAME:

COLE Administrative Building

PROJECT NUMBER

CHANGE ORDER NUMBER:

TULUM-COLE-087

DATE:

2/14/2025

CHANGE ORDER DESCRIPTION:

OUSD Directive - Integration of Iphone & Cameras with Access Control System

[illegible]

Johnson Controls Inc.Change Order Summary  
Project:  
Contract No.

Cole School Admin Building

Quote No. CO#2

Description of change: Per Tulum Electric's Request, JCI to program and commission the following:

Camera System

- Program test and commission 28 Cameras. Cameras mounts and cabling will be installed by others
- Program test and commission 1 Genetec server. Server will be provided by others
- Test and commission the Video System.

Intercom System

- Program test and commission 2 door stations. Stations and cabling will be installed by others
- Program test and commission 4 Master Stations
- Master Stations will be installed and provided by others

Johnson Controls Material									
Material		@				\$	-		
Total Johnson Controls Material Cost									
							\$	-	
Outside Purchased Material or Equipment									
Labor									
Direct Johnson Controls Labor									
Systems Technican	80	Hours @	\$	168.76	w/Burden	\$	13,501.16		
Systems Engineer	0	Hours @	\$	191.48	w/Burden	\$	-		
Customer Operations Agent	0	Hours @	\$	126.57	w/Burden	\$	-		
Security Site Supervisor	0	Hours @	\$	191.48	w/Burden	\$	-		
Lead Systems Specialist	40	Hours @	\$	214.20	w/Burden	\$	8568.00		
Total Johnson Controls Labor							\$	22,069.16	
Subcontracts									
	0 Lot				w/Burden	\$	-		
	0 Hours @				w/Burden	\$	-		
						\$	-		
Total Subcontractor Cost							\$	-	
General Conditions and Special Items									
							\$	-	
Margins									
				Overhead	Profit				
Johnson Controls Material				15%		\$	-		
Outside Purchased Material or Equipment				15%		\$	-		
Johnson Controls Direct Labor				15%		\$	3,310.37		
General Conditions and Special Conditions				15%		\$	-		
Subcontractors				5%		\$	-		
Subtotal Less Tax							\$	25,379.53	
Material Tax									
	10.250%					\$	-		
Total Amount of Change							\$	25,279.53	





a resideo company

20980 CABOT BLVD  
HAYWARD, CA 94545  
(510) 352-8700

(510) 352-8700

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TULUM INNOVATIVE ENGINEER  
3101 HYDE ST  
OAKLAND, CA  
94601

CUSTOMER NUMBER CW692-000

QUOTED BY D DONOVAN

PAGE NO. 1

CUSTOMER P.O. NBR/REFERENCE NBR	SHIPPED DATE	SHIPPED FROM	DATE	DOCUMENT NUMBER
STOCK	QUOTE		02/18/25	TH8WWJ00

QUANTITY ORDERED	CATALOG NUMBER	DESCRIPTION	LOT	UNIT PRICE	AMOUNT
2	AJ-IXWMAA	MULTI-PURPOSE ADAPTOR IXW-MAA		588.99	1177.98

PLEASE CALL YOUR LOCAL ADI BRANCH TO CONFIRM YOUR PRICING AND AVAILABILITY.

Individual cost(s) are dependent on entire bid ordered.

TOTAL MATERIAL 1177.98

QUOTE EXPIRES 03/19/25

COPPER CABLE AND LEAD ACID BATTERY PRICES VALID FOR 14 DAYS

QUOTE TERMS AND CONDITIONS

The information provided herein constitutes an estimated proposal of pricing for materials only and a system design based solely on the specifications and product requirements you provided. Any suggestions for products that may meet your specific needs are made by ADI based upon your indicated requirements. ADI does not represent or warrant that (i) the products and equipment set forth herein constitute a complete system of any type, (ii) all such products and equipment will work together or appropriately in customer's specific application or (iii) that any or all of the products, equipment or systems will comply with any codes or laws. Additional products and equipment at an additional cost may be required to complete a system based on your specific application. You are strongly advised to ensure that the quoted products or system is in compliance with your local law and codes. Nothing contained herein shall cause ADI to incur any liability for system design, functionality, installation or integration. Any product sold referenced in this quote shall be subject to ADI's standard terms and conditions of sale, located at [www.adiglobal.com](http://www.adiglobal.com). Wire gauge, quantity of cable and connectors, standby battery sizes and necessary quantities, if included, are estimates only and your actual requirements may vary based upon your installation procedure. Aggregate pricing for non special order product set forth in this quote shall only be valid for 30 days from the date hereof and pricing for special order products may vary based upon vendor pricing at the time of your order. Fulfillment is subject to product availability at the time of order and pricing does not include taxes or shipping charges. This quote may be based on or include equipment that may not have the same appearance or functions as items in your specification, but which provide substantially similar functionality. Surge protection or UPS systems may be required to ensure warranty coverage. Standard manufacturer's warranties and disclaimers may apply to each product and ADI makes no product warranties herein; you are directed to contact each manufacturer for further information or technical support. Please confirm availability and pricing for the products set forth in this proposal with your local branch.

Convert Your Quote to an Order on the ADI website.

[adiglobal.com/us](http://adiglobal.com/us)



TULUM INNOVATIVE ENGINEER...  
847907

← Cart

Cart #: 578967

## Order Summary

Items: 3  
Subtotal: \$1,259.76

Final price, taxes, and other fees calculated on the checkout page

### Terminal Strip, 10-Pole, 22-10 AWG

Item #: 59235 Cat #: 89-210 UPC: 783250892105

Qty: **\$150.57**  
4 \$37.64 EA

Oakland #2831



**0 in stock**  
176 Company wide

−	4	+
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MULTIPLE

### 12/2 w/Ground, MC, Aluminum Armor, Stranded, Cut to Length

Item #: 1259406 Cat #: MCAL122STRWG-CUT UPC:

Qty: **\$72.88**  
100 \$0.73 FT

Oakland #2831



**0 in stock**  
1,746 Company wide

-	100	+
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PANDUIT

**TX6A™ Copper Cable, Cat 6A, 23 AWG, UTP, Blue**

Item #: 1723814 Cat #: PUP6AHD04BU-G UPC: 61305645054

Qty:  
1000

**\$1,036.31**  
\$1.04 EA

Oakland #2831



**0 in stock**

76,000 Company wide

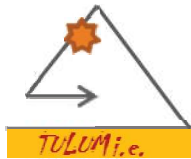
-	1000	+
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**EXHIBIT B**

**Hourly Rates**





**TULUM** INNOVATIVE ENGINEERING

**Elena Comrie  
OUSD  
955 High Street  
Oakland, CA 94601  
(510) 535 - 7062**

**Project: OUSD – Cole Administrative Building –  
Aiphone & Access Control Integration  
Bid Date: February 14, 2025  
Proposal #: 25-108  
Addendums:  
Base Bid: LUMP SUM**

**Programming & Integration  
Of Aiphone & Access Control Systems: \$36,407.74  
  
TOTAL: \$36,407.74**

**Alternate Bids:**

**TOTAL: \$ N/A**

**GRAND TOTAL: \$36,407.74**

**Work Scope:**

1. Modify and integrate Access Control server software to allow communication and operation of Aiphone devices and Cisco telephone sets through the OUSD network.
2. Insure that all Cisco telephone sets can operate the front door and parking lot gate through the Aiphone devices.
3. Provide all programming information to OUSD staff for review.
4. Provide system operational training to OUSD staff.
5. Provide system operational training for security staff.

**Assumptions, Clarifications and Exclusions:**

1. Bonding is excluded. Proposal valid for thirty (30) days.
2. Work to be performed during premium working hours. 3:30PM – 11:30PM and weekends.
3. Permits (any) to be obtained by others.
4. TERMS: NET 30 DAYS
5. This document to become part of contract should TULUM I.E. be selected as the contractor.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**3101 HYDE STREET**

**OAKLAND, CA 94601**

**TEL (510) 355-8159**

**LICENSE #1019937**

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 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 such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as owner *[insert "owner" or officer title]* of Tulum Innovative Engineering, Inc.  
*[insert name of business entity]*, have read the foregoing and agree that Tulum Innovative Engineering, Inc.  
*[insert name of business entity]* will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 4/1/25

Name: Marissa M Zamora

Signature: Marissa M Zamora

Title: President & CEO

## **ATTACHMENT A**

### **Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (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.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

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

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

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

## ATTACHMENT B

### Form for Certification of Lack of Felony Convictions

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Tulum Innovative Engineering, Inc. dba Tulum Systems  
Date of Entity's Contract with District: 4/1/25  
Scope of Entity's Contract with District: Aiphone & Access Control Integration

I, Marissa M Zamora [insert name], am the owner [insert "owner" or officer title] for Tulum Innovative Engineering, Inc. [insert name of business entity] ("Entity"), which entered a contract on April 1, 2025, with the District for Oakland Unified.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: April 1, 2025

Signature: Marissa M Zamora  
Typed Name: Marissa M Zamora  
Title: President & CEO  
Entity: Tulum Innovative Engineering, Inc. dba Tulum Systems



# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: TULUM SYSTEMS

Project: COLE - ACCESS CONTROL/ALPHA

Project #:

Estimate: \$36,507.74

Bid Opening Date:

Time:

Project Mgr:

Architect:

Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid

Base Bid Dollar Amount	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
<b>PRIME Company:</b> TULUM SYSTEMS Address: 3101 HYDE ST City/State: OAKLAND, CA 94612 Phone: (510) 355-8159	\$36,507.74		100%		6006
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>Company:</b> Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	\$0.00	0.0%	0.0%	0.0%	<b>0.0%</b>

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Cole Data Center Move Project	Site	109
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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
----------------------	---

### Contractor Information

Contractor Name	Tulum Innovative Engineering, Inc.	Agency's Contact		Rafael Zamora			
OUSD Vendor ID #	004387	Title		Project Manager			
Street Address	3101 Hyde Street	City	Oakland	State	CA	Zip	94601
Telephone	510-773-1833	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 #	24106						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	07-31-2025
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$36,507.74	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


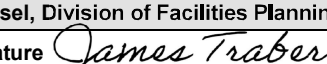
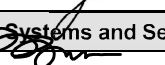
### Budget Information

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
9750/9000	Fund 21, Measure J	210-9750-0-9000-8500-6274-109-9180-9905-9999-24106	6274	\$36,507.74

### 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 of Facilities				
	Signature 	Date Approved	Apr 3, 2025		
	<small>Kenya Chatman (Apr 3, 2025 14:31 PDT)</small>				
2.	Counsel, Division of Facilities Planning and Management				
	Signature 	Date Approved	04/02/2025		
	Chief Systems and Services Officer				
3.	Signature 	Date Approved	Apr 4, 2025		
	<small>[Name] (Apr 4, 2025 00:03 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			