

| Board Office Use: Legislative File Info. | |
|--|--------------|
| File ID Number | 21-1644 |
| Introduction Date | 8-11-2021 |
| Enactment Number | 21-1313 |
| Enactment Date | 8/11/2021 lf |



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Division Facilities Planning and Management

Board Meeting Date August 11, 2021

Subject General Services Agreement – Xebec Data Corporation – Prop 39 Energy Operations Facilities Planning & Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement between the District and Xebec Data Corporation, Lafayette, Colorado, for the latter to provide mapping and test documents with Subscriber's Partner (PG&E) to ensure that the services are configured to communicate them correctly. Upon completion of successful testing, Xebec shall provide subscribe with usernames, ID(s) and password(s) required to access the ECLynx Web-EDI system for the purpose of sending and receiving data transmissions. The ECLynx Web-EDI system will be connecting to a mailbox setup exclusively for the Subscriber on the nuBridges Added Value Network, for the Prop 39 Energy Operations Facilities Planning & Management Project, in the not-to-exceed amount of **\$4,000.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, through **June 30, 2022**, pursuant to the contract.

Discussion Consultant will provide the district in mapping and test documents with Subscriber's Partner (PG&E) to ensure that the services are configured to communicate them correctly. no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) Price is at bid threshold of \$96,700.

LBP (Local business participation percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Xebec Data Corporation, Lafayette, Colorado, for the latter to provide mapping and test documents with Subscriber's Partner (PG&E) to ensure that the services are configured to communicate them correctly. Upon completion of successful testing, Xebec shall provide subscribe with usernames, ID(s) and password(s) required to access the ECLynx Web-EDI system for the purpose of sending and receiving data transmissions. The



**OAKLAND UNIFIED
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ECLynx Web-EDI system will be connecting to a mailbox setup exclusively for the Subscriber on the nuBridges Added Value Network, for the Prop 39 Energy Operations Facilities Planning & Management Project, in the not-to-exceed amount of **\$4,000.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, through **June 30, 2022**, pursuant to the contract.

Fiscal Impact

Fund 21, Measure J

Attachments

- Agreement
- Scope of work



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1644

Department: Facilities Planning & Management

Vendor Name: Xebec Data Corporation

Project Name: Prop 39 Energy Operations

Project No.: 16117

Delivery Deadline: July 1, 2021

Intended End Date: June 30, 2022

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$4,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

This vendor was referred by consultant responsible for setting up the utility database and was selected based on their experience receiving and formatting PG&E energy bill data. The district identified the chosen vendor as the most qualified at the most reasonable price.

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

Vendor will provide weekly batches of utility cost and use data from PG&E and puts it into a format accepted by Oakland Unified School District utility management software.

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?

Price is nominal and critical for the functioning of Oakland Unified School District utility management software.

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 – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *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 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:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☒ For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

Contract price is under the threshold of \$96,700.00.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **XEBEC Data Corporation** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Xebec shall map and test documents with Subscriber’s Partners to ensure that the Services are configured to communicate with them correctly. Upon completion of successful testing, Xebec shall provide Subscriber with the usernames, ID(s) and password(s) required to access the ECLynx WebEDI system for the purpose of sending and receiving data transmissions in accordance with the terms of this Agreement. The ECLynx Web-EDI System will be connecting to a mailbox setup exclusively for the Subscriber on the nuBridges Value Added Network, hereinafter “EDI System” 5.2. In the event data sent or received on the EDI System by Subscriber is lost, destroyed or impaired for the Prop 39 Energy Operations Project. “Services” shall mean Basic Services. The Services include all work described in the June 10, 2021, proposal attached to this Agreement as Exhibit A.

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.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **June 30, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. 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, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, 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, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor for Services satisfactorily performed, based on the rates set forth in Exhibit B. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor shall not exceed Four Thousand Dollars No/100 (\$4,000.00) for performance of the Basic Services. Contractor shall perform all Services

required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. 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. Contractor shall not submit its invoices to District more frequently than monthly. 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.

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 Paragraph 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 limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. 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. 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. 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, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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 shall **only have limited 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 shall 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 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 after the Effective Date

of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements 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.** 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 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, confidentiality of records, Education Code section 49406 and others. 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 any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
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 to this Agreement.
24. **Waiver.** No delay or omission by District 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 the District from any or further exercise of any right or remedy.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
 - Fingerprinting Notice and Acknowledgement.
 - ~~Iran Contracting Act Certification.~~
 - Workers' Compensation Certification.

- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **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.

DISTRICT:

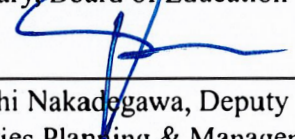
OAKLAND UNIFIED SCHOOL DISTRICT

 8/12/2021

Shanthi Gonzales, President
Board of Education Date

 8/12/2021

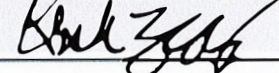
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education Date

 6/18/21

Tadashi Nakadegawa, Deputy Chief
Facilities Planning & Management Date

CONTRACTOR:

XEBEC Data Corporation

By: 

Title: President Date: 6/11/21

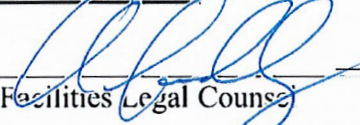
Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

XEBEC Data Corporation
P.O. Box 862
Lafayette, CO 80026
720-261-4504

Approved As To Form:

 6/16/21

OUSD Facilities Legal Counsel Date

Exhibit A
Proposal

June 10, 2021

EXHIBIT A

ECLynx EDI 810 Invoice Processing

Xebec provides these services to Oakland Unified School District.

Services:

ECLynx is an automated system that runs at specific intervals defined by our clients. We poll Oakland USD's VAN mailbox once a week for new invoices.

When ECLynx runs, it logs into Oakland's VAN mailbox, downloads the 810s that have accumulated there since the last run, translates them out of EDI format, runs the PG&E Custom Program to get the invoice data into the Energy Manager File layout. At the same time, it generates 997 Functional Acknowledgments that are sent back to PG&E, a Summary Report, Error Report, and PDF Bill Images (more details following). Next, ECLynx delivers the Invoice Results to Oakland by:

Xebec can drop the results to our FTP server for pickup.

When Oakland is ready to process the batch, it would import the Energy Manager Import Files into the Energy Manager databases.

Support:

Xebec handles all server maintenance on the hosted environment. Updates and improvements to the system are transparent to our customers. Should there be any required changes to your maps or custom programs due to utility changes, we work with the utility to understand new requirements, code and test needed changes, and implement them once we are satisfied the customer is ready. In 98% of EDI formatting changes, the customer is not even affected. Really the only time we've seen the need for the customer to be involved, is if the utility decides to change its acct # structure, and thus the acct #s sent in the 810 layouts. This is less an EDI change but more a data content problem that would have affected the customer had it still been receiving paper bills as well. Every now and again the utility will start sending a charge code it hadn't used before and Xebec will contact the customer to see how it wants it classified and sent through to Energy Manager. Sometimes this is obvious and again the customer is not involved, sometimes advice from customer and/or Energy Manager is required.

Each batch has these files:

| | |
|---------------------|----------------------------|
| Summary*.txt | summary report |
| Error*.txt | error report |
| *.PDF | bill images |
| OaklandUnified*.txt | Energy Manager import file |

The proposed Scope of Services will be provided by consultant for a not to exceed fee of \$4,00.00.

Exhibit B

Rates

XEBEC Data Corporation

Rates:

We bill monthly around the 12th of each month for the services provided the previous month (i.e. June 1-30 service is billed on/around July 12).

Monthly Subscription: \$75/month

Per Document Fee: \$.79/bill



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|--|-------------|-----|
| Project Name | Prop 39 Energy Operations Facilities Planning & Managemeng Project | Site | 918 |
|---------------------|--|-------------|-----|

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 | Xebec Data Corporation | Agency's Contact | | Christopher Koayen | | | | |
| OUSD Vendor ID # | 006605 | Title | | President | | | | |
| Street Address | PO Box 862 | City | Lafayette | | State | CO | Zip | 80026 |
| Telephone | 720-261-4504 | Policy Expires | | | | | | |
| Contractor History | Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 16117 | | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|----------|---|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 7-1-2021 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 6-30-2022 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|----|--|------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$4,000.00 |
| 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 |
|------------|--------------------|--|-------------|------------|
| 9650/9702 | Fund 21, Measure J | 210-9650-0-9702-8500-6262-918-9180-9905-9999-99999 | 6262 | \$4,000.00 |

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. | Acting Director, Facilities Planning and Management | | | | |
| | Signature  | Date Approved | 6/18/21 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature  Lozano Smith, as to form only | Date Approved | 6/16/21 | | |
| | Deputy Chief, Facilities Planning and Management | | | | |
| 3. | Signature  | Date Approved | 6/18/21 | | |
| | Chief Financial Officer | | | | |
| 4. | Signature | Date Approved | | | |
| | President, Board of Education | | | | |
| 5. | Signature | Date Approved | | | |