

Board Office Use: Legislative File Info.	
File ID Number	23-1132
Introduction Date	8-9-2023
Enactment Number	23-1350
Enactment Date	8/9/2023 CJH



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management

Board Meeting Date August 9, 2023

Subject Purchase Order Contract Agreement – Sof Surfaces, Inc. – Allendale Elementary School Site Improvements Project – Division of Facilities Planning and Management

Acton Requested Approval by the Board of Education of a Purchase Order Contract Agreement by and between the **District** and **Sof Surfaces, Inc.**, Palatine, IL, for the latter to sell and deliver of rubber tile to cover asphalt and facilitate the build of the new play structure for the **Allendale Elementary School Site Improvements Project**, in the total amount of **\$66,878.22**, as the selected consultant, with delivery on **August 30, 2023**, pursuant to the Purchase Order.

Discussion Vendor is a sole source, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of a Purchase Order Contract Agreement by and between the **District** and **Sof Surfaces, Inc.**, Palatine, IL, for the latter to sell and deliver of rubber tile to cover asphalt and facilitate the build of the new play structure for the **Allendale Elementary School Site Improvements Project**, in the total amount of **\$66,878.22**, as the selected consultant, with delivery on **August 30, 2023**, pursuant to the Purchase Order.

Fiscal Impact Fund 01, ESSER III

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-1132

Department: Facilities Planning and Management

Vendor Name: Sof Surfaces, Inc.

Project Name: Allendale Elementary School Site Improvements

Project No.: 22145

Contract Term: Intended Start: August 10, 2023

Intended End: August 30, 2023

Total Cost Over Contract Term: \$66,878.22

Approved by: Lisa Grant-Dawson

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?

Sof Surfaces, Inc. was selected by the district because they are the Sole Source for the District.

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

Sof Surfaces, Inc. will sell and deliver rubber tile to cover asphalt and facilitate the build of the new play structure for this site-specific project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Sof Surfaces, Inc. was selected because they have and are currently proving playmatting rubber tiles for the District as a sole source vendor.

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:

- Sof Surfaces, Inc. is the sole source provider of playmatting tiles for the District.

RESOLUTION NO. 2223-0216

**BEFORE THE BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
DECLARING THE FUTILITY OF PUBLIC BIDDING FOR
THE PURCHASE OF PLAYMATTING TILES FOR THE
SITE IMPROVEMENT PROJECT
AT ALLENDALE ELEMENTARY SCHOOL, AND
APPROVING A CONTRACT FOR THAT EQUIPMENT**

WHEREAS, the Oakland Unified School District (“District”) would like to award a contract to Sof Surfaces, Inc. (“Vendor”) for purchase and delivery of rubber playmatting tiles to be used for the new play structure at the Allendale Elementary School site (“Equipment”);

WHEREAS, Vendor has provided a quote for the Equipment and is able to sell and deliver the Equipment for sixty-six thousand eight hundred seventy-eight and 22/100 Dollars (\$66,878.22);

WHEREAS, the District’s project manager Shivani More, and District staff believe that the Contractor’s quoted price for the Equipment is reasonable;

WHEREAS, the Equipment must be provided by the Vendor to ensure continuity of quality, maintenance, and appearance of the rubber playmatting tiles at all District sites;

WHEREAS, if the District were to competitively bid the Equipment, it would not receive bids for the Equipment from any other firm because no other companies sell the same product;

WHEREAS, California law provides that “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

WHEREAS, competitively bidding the Equipment would not affect the final result to the District except to delay completion of the project and further increase the cost of the project, and it would not produce an advantage to the District;

NOW THEREFORE, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the Equipment would be unavailing, would not produce an advantage to the public or the

District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.

3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Equipment.
4. Accordingly, District's governing body hereby awards a contract to Vendor to provide the Equipment, which contract is attached hereto as Exhibit "A," without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the governing body of the Oakland Unified School District at a regularly scheduled meeting on the 9th day of August, 2023, by the following vote:

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, President Mike Hutchinson

NOES: None

ABSTAIN: None

ABSENT: Student Director Anevay Cruz, Student Director Vida Mendoza, Vice President Clifford Thompson, Vacancy - District 5



8/10/2023

President, Board of Education

Attest:



8/10/2023

Secretary of the Board of Education of the
Oakland Unified School District of
Alameda County, State of California

Exhibit A

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE ORDER CONTRACT

This Agreement is made this 10th day of August 2023 by and between **Oakland Unified School District**, "District" and **Sof Surfaces, Inc.**, "Seller" with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.
2. District desires to contract with Seller for the purchase and delivery of rubber tile to cover asphalt and facilitate the build of the new play structure as described on Exhibit A, attached and incorporated herein ("Equipment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Purchase and Delivery of Equipment. Seller agrees to sell and deliver the supplies to District at the following address: Allendale Elementary School, 3670 Penniman Avenue, Oakland, CA 94619
2. Time of Commencement and Completion. The Supplies shall be delivered in full to the District no later than August 30, 2023 ("Delivery Date"). Time is of the essence in this Contract.
3. Contract Sum. District agrees to pay Seller the sum of **SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-TWO CENTS (\$66,878.22)**, following timely receipt of the Equipment and submission of an invoice to District.
4. [Not Used]
5. [Not used].
6. Indemnity. Seller 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 Seller, or Seller's employees, agents, or volunteers (collectively, the "Seller Parties"), in the performance of or failure to perform Seller's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.
7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller

unless otherwise stated.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. [Not Used]

10. Independent Contractor Status. Seller 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. Seller is free from the control and direction of District in connection with the manner in which it provides the Services to District. Seller understands and agrees that Seller and the Seller 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.

11. Taxes. All payments made by District to Seller 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 Seller, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Seller 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 Seller and the Seller Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Seller and the Seller 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.

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

A. Seller and Seller 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 Seller and Seller 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.]

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

Seller further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Seller and Seller 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.

14. Confidential Information. Seller 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. Seller shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Seller shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Seller 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.

16. 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.

17. 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.

18. 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.

19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Seller 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.

20. 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. Seller 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. Seller 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.

21. 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.

22. 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.

23. 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.

24. Time. Time is of the essence to this Agreement.

25. 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.

26. 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.

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. Seller 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, which must be executed by the Seller, are incorporated into the contract:

- ~~Fingerprinting Notice and Acknowledgement.~~
- ~~Workers' Compensation Certification.~~
- ~~Drug-Free Workplace 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.

33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

SOF SURFACES, INC.


By 

Lisa Grant-Dawson, Facilities Planning
and Management

By 

[TITLE] Director

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel

6/13/23

Date

Exhibit A

Quotation

20-Mar-2023

Quote No.: Q106842-8-TP



Attn: Shivani More	Project: Allendale Elementary School-OUSD	Contact SSI:
Customer: Oakland Unified School	Phone: 213-275-7494	
Address: 955 High Street	Fax:	Project Contact:
City/State: Oakland, CA 94601	E-mail: shivani.more@ousd.org	Phone / Fax:

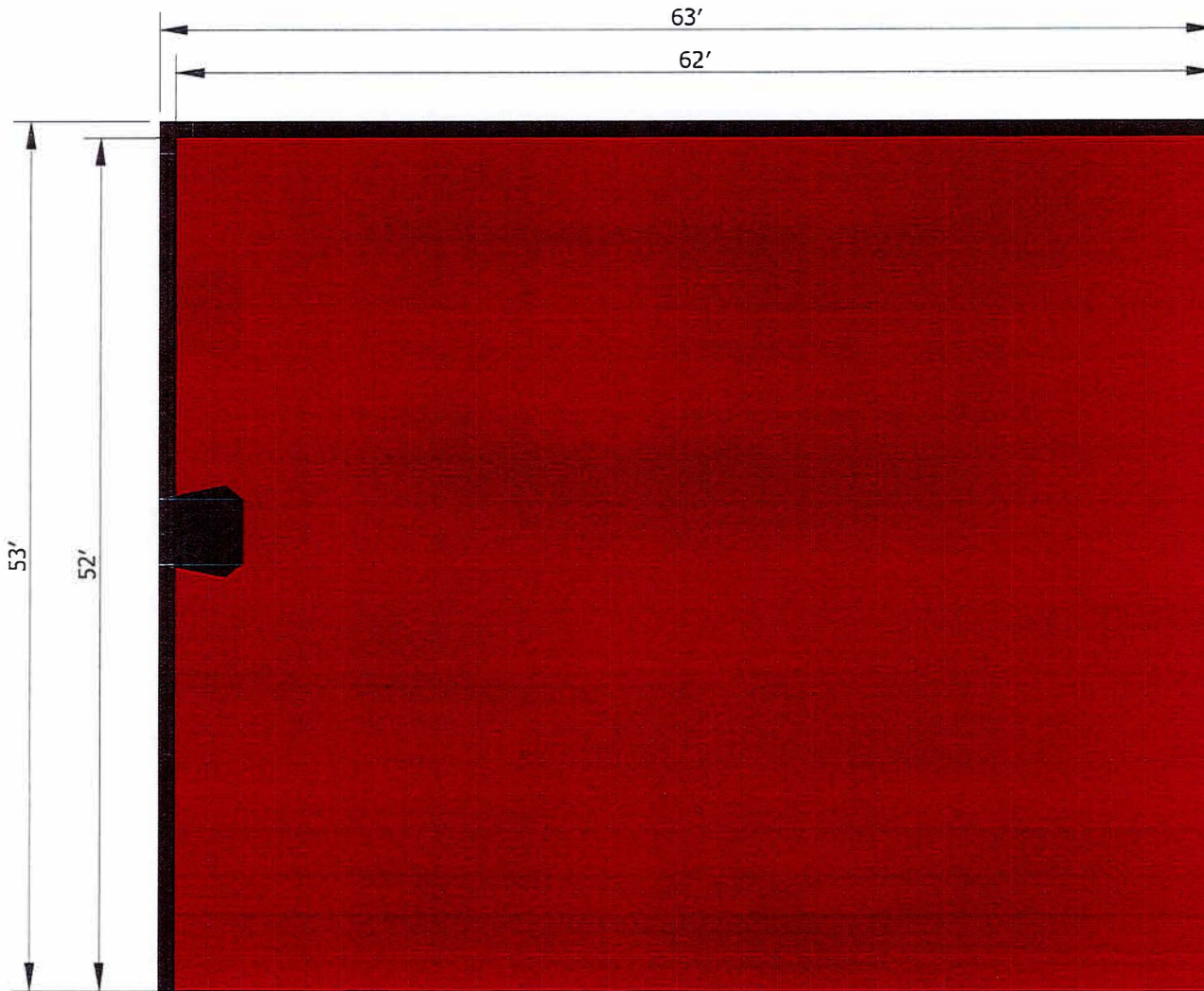
Area No. 1 of 1 - Allendale Elementary School-OUSD

Installation Site: Allendale Elementary School-OUSD	Ship To: Allendale Elementary School-OUSD	Quote Type: DuraSAFE Material Only
Address: 3670 Penniman Ave.	Address: 3670 Penniman Ave.	Sub Base Type: Asphalt - scarified per instructions
City / State: Oakland, CA 94619	City / State: Oakland, CA 94619	Area (Sq. Ft.): 3343

<u>Unit</u>	<u>Qty.</u>	<u>Color</u>	<u>Description</u>	<u>Thickness</u>	<u>Drop Ht.</u>	<u>Weight</u>	<u>Total Weight</u>
Each	819	Red Rock	DuraSAFE "Premium"	4.25"	8' 0"	35.31	28918.89
Each	29	Midnight Black	SofRAMP® KL"Plus"	4.25"		40.14	1164.06
Each	3	Midnight Black	SofRAMP® KL"Plus" (ADA side transitions)	4.25"		40.14	120.42
Each	1	Midnight Black	SofRAMP® KL"Plus" Outside Corner (1PC UN CUT)	4.25"		40.14	40.14
Each	1	Midnight Black	SofRAMP® KL"Plus" ADA Inset	4.25"		156.46	156.46
Each	189		Adhesive - Tile to Tile (tube)			1.65	311.85
Each	4		Bostik Greenfusion Adhesive - Tile to Base			56.80	227.20
Each	32		Polyurethane Foam Sealant			1.17	37.44

Tile Layout - Area N° 1 - Allendale Elementary School-OUSD

Area (Sq. Ft.): 3343



X *SM* The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

Pallets: 15 Weight: 32252
 Dealer: Marturano Recreation Company - Sea Girt, NJ
 Shipping Options: Need Van, Residential Delivery, Need 48 hr. Notification

Please note that appropriate equipment (ie: forklift and/or manpower, pallet jack and chain if necessary), will be required at delivery site.

15% Restock fee and shipping for plus tiles. No returns on premium tiles.

The drawings within this quote are based on measurements supplied to sofSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofSURFACES or its dealer) to provide sofSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofSURFACES' requirements.

Total List Price: \$65,690.82
 Discount: 15.00% (\$9,853.62)

Total (After Third Party Discount): \$55,837.20

Shipping and Handling Charge: \$5,317.71

Sub Total: \$61,154.91

CA: 6.00% \$3,350.23

CALAMEDA: 0.25% \$139.59

DOAKLAND: 4.00% \$2,233.49

Total in USD Funds: \$66,878.22

Cost per sq.ft.: \$20.01

Finance Options Available

*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$4,962.38 USD
 2 Year Term: Min. Order = \$25,000.00 \$2,593.09 USD
 3 Year Term: Min. Order = \$35,000.00 \$1,814.06 USD

*Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com.

FOR MAILED US PAYMENTS:
 Sof Surfaces Inc.
 Dept CH 19173
 Palatine, IL 60055-9173

FOR COURIERED US PAYMENTS:
 Sof Surfaces Inc. - Lockbox 19173
 5505 N Cumberland Avenue, STE 307
 Chicago, IL 50656-1471

FOR CANADIAN PAYMENTS:
 Sof Surfaces Inc.
 4393 Discovery Line
 Petrolia, ON, N0N 1R0

Undersigned for Oakland Unified School District accepts the terms and conditions which apply to this quotation.



X *[Signature]*
 SIGNED

Shivani More

3/20/23
 DATE



Quote valid for 60 days.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Allendale Elementary School Site Improvements Projects	Site	101
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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	Sof Surfaces, Inc.	Agency's Contact	Brennan Prins		
OUSD Vendor ID #	003982	Title	Director		
Street Address	4393 Discovery Lane	City	Petrolia, ON	State	CAN
Telephone	800-263-2363	Policy Expires	Zip	NON 1R0	
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 #	22145				

Term of Original/Amended Contract

Date Work Will Begin (i.e. effective date of contract)	8-10-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-30-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$66,878.22	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
3213 9910	Fund 1 ESSER III	010-3213-0-99108500-6274-101-9130-0092-9999-22145	6274	\$66,878.22

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	6/13/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	6/13/23		
3.	Chief Business Officer, Facilities Planning and Management				
	Signature	Date Approved	6/15/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Mike Hutchinson, President, Board of Education	Date Approved	8/10/2023		