

Board Office Use: Legislative File Info.	
File ID Number	23-1734
Introduction Date	8-23-2023
Enactment Number	23-1475
Enactment Date	8/23/2023 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

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 23, 2023

Subject Purchase Order Contract Agreement – Sof Surfaces, Inc. – Acorn Woodland 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 **Acorn Woodland Elementary School Site Improvements Project**, in the total amount of **\$60,142.36**, as the selected consultant, with delivery on **August 25, 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 Acorn Woodland Elementary School Site Improvements Project, in the total amount of \$60,142.36, as the selected consultant, with delivery on August 25, 2023, pursuant to the Purchase Order.

Fiscal Impact Fund 01, S&C Carryover

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- 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. 23-1734

Department: Facilities Planning and Management

Vendor Name: Sof Surfaces, Inc.

Project Name: Acorn Woodland Elementary School Site Improvements **Project No.:** 23112

Contract Term: Intended Start: August 24, 2023 Intended End: August 25, 2023

Total Cost Over Contract Term: \$60,142.36

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?

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 the Acorn Woodland Elementary School Site Improvements 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. 2324-0039

**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 ACORN WOODLAND 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 Acorn Woodland Elementary School site (“Equipment”);

WHEREAS, Vendor has provided a quote for the Equipment and is able to sell and deliver the Equipment for sixty thousand one hundred forty-two dollars and 36/100 Dollars (\$60,142.36);

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 23rd day of August, 2023, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: Student Director Anevay Cruz, Student Director Vida Mendoza, Vacancy - District 5



8/24/2023

President, Board of Education

Attest:



8/24/2023

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 AGREEMENT

This Agreement is made this 24th day of August, 2023, by and between **Oakland Unified School District**, “District,” and **Sof Surfaces, Inc.**, “Vendor,” with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the proposal provided by Vendor, dated May 16, 2023, attached hereto as **Exhibit A** (“Items”).

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

1. Delivery of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address Acorn Woodland Elementary School, 1025 81st Avenue, Oakland, California.
2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than 25th August, 2023 (“Delivery Deadline”). Time is of the essence in this Contract.
3. Contract Price. District agrees to pay Vendor the price of SIXTY THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND THIRTY-SIX CENTS (\$60,142.36) within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the Items.
4. [Not Used].
5. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
6. Contractor Responsibility. Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor’s equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor shall have adequate office and personnel resources for responding to the District’s needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor’s equipment

shall be compatible with the District's facilities.

7. Indemnity. Vendor 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 Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of or failure to perform Vendor'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.

8. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

9. Inspection. All Items furnished must be in conformity with the 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 Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

10. [Not Used]

11. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor 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 Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract 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 Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

12. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor 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.

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

14. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor 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.

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

A. Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. The following Vendor and Vendor 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.]

Vendor 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.

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

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

17. Assignment/Successors and Assigns. Vendor 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.

18. 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.

19. Modification of Contract. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.

20. 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.

21. 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.

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

23. 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. Vendor 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. Vendor 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

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. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- May 16, 2023, Proposal.

34. 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.

35. 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.


Vendor

By


Preston Thomas, Chief Systems
and Services Officer, Facilities

8/7/23
Date

By



Director

[TITLE]

Aug 4/23
Date

 8/24/2023

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

 8/24/2023

Mike Hutchinson, President,
Board of Education

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

8/4/23
Date

EXHIBIT A

[attach proposal]

Quotation

16-May-2023

Quote No.: Q100545-8-TP



Attn: Shivani More
Customer: Oakland Unified School
Address: 955 High St
City/State: Oakland, CA 94601

Project: OUSD - Acorn Woodland Elementary
Phone: 213-275-7494
Fax:
E-mail: shivani.more@ousd.org

Project Contact:
Phone / Fax:

Contact SSI:
 800.263.2363 / Fax 519.882.2697

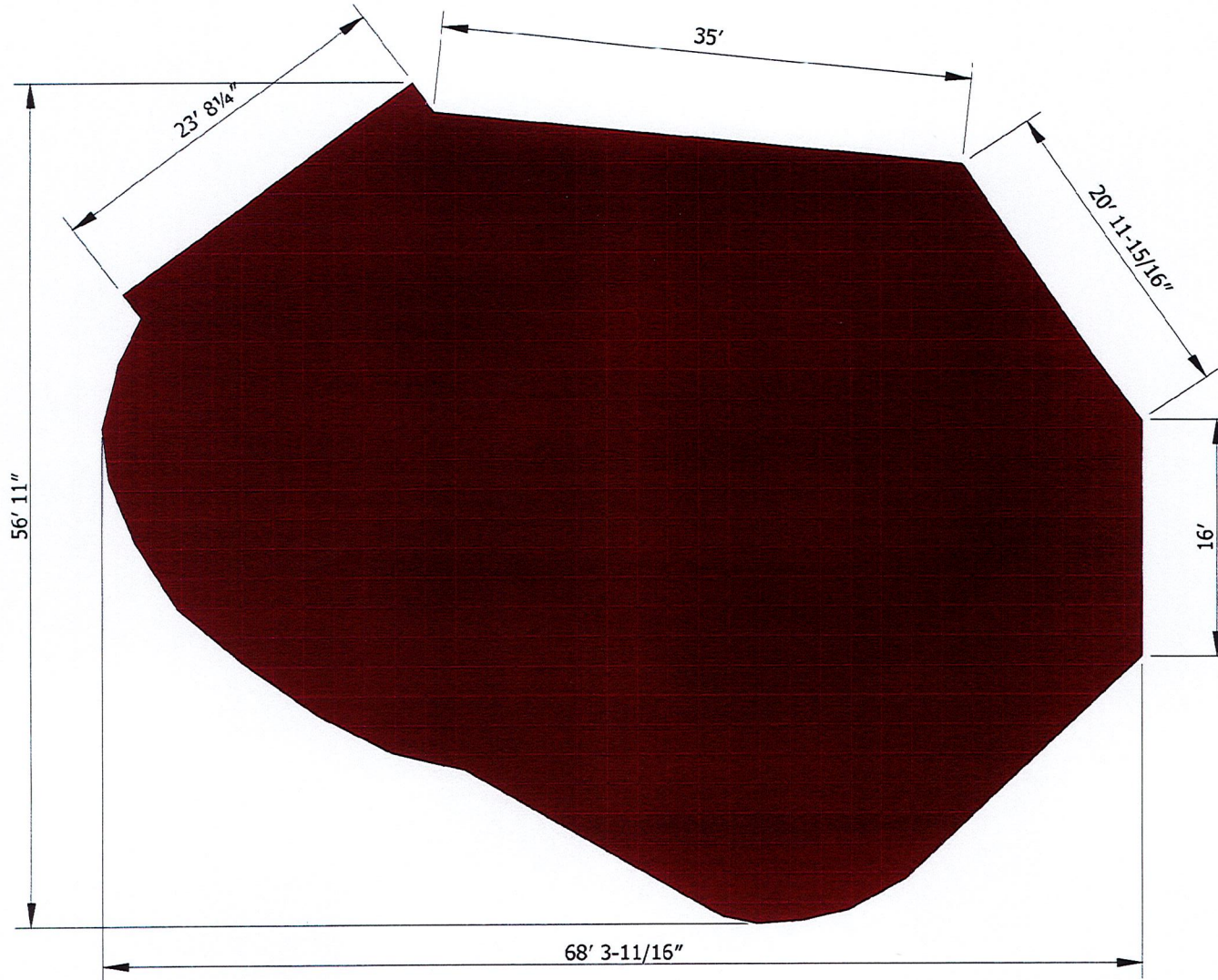
Area No. 1 of 1 - OUSD - Acorn Woodland Elementary (Acorn Woodland Elementary)

Installation Site: Acorn Woodland Elementary Address: 1025 81st Ave City / State: Oakland, CA 94621	Ship To: Acorn Woodland Elementary Address: 1025 81st Ave City / State: Oakland, CA 94621	Quote Type: DuraSAFE Material Only Sub Base Type: Asphalt - scarified per instructions Area (Sq. Ft.): 2756
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Unit	Qty	Color	Description	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	739	Red Rock	DuraSAFE "Premium"	4.25"	8' 0"	35.31	\$73.00	26094.09	\$53,947.00	\$62.05
Each	165		Adhesive - Tile to Tile (tube)			1.65	\$11.00	272.25	\$1,815.00	\$11.00
Each	4		Bostik Greenfusion Adhesive - Tile to Base			56.80	\$250.00	227.20	\$1,000.00	\$250.00
Each	27		Polyurethane Foam Sealant			1.17	\$16.00	31.59	\$432.00	\$16.00

Tile Layout - Area N° 1 - OUSD - Acorn Woodland Elementary (Acorn Woodland Elementary)

Area (Sq. Ft.): 2756



X

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: 13 Weight: 27731
 Dealer: Marturano Recreation Company - Sea Girt, NJ
 Shipping Options: Need Van, Residential Delivery

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: \$57,194.00
 Discount 15.00% (\$8,092.05)

Total (After Third Party Discount): \$49,101.95

Shipping and Handling Charge: \$6,007.45

Sub Total: \$55,109.40

CA: 6.00% \$2,946.12

CALAMEDA: 0.25% \$122.76

DOAKLAND: 4.00% \$1,964.08

Total in USD Funds: \$60,142.36

Cost per sq.ft.: \$21.82

Finance Options Available

*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$4,464.33 USD
 2 Year Term: Min. Order = \$25,000.00 \$2,332.83 USD
 3 Year Term: Min. Order = \$35,000.00 \$1,631.99 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.paterson@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 April Clement

5/17/2023
 DATE



Quote valid for 60 days.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach 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 Director [insert "owner" or officer title] of SofSurfaces, Inc
[insert name of business entity], have read the foregoing and agree that SofSurfaces, 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: 8/1/2023

Name: Bryan Prins

Signature: 

Title: Director

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.

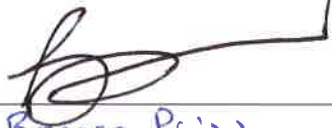
Entity Name: SoF Surfaces
Date of Entity's Contract with District: 8/1/2023
Scope of Entity's Contract with District: Supply safety surface

I, Brennan Prip [insert name], am the Director [insert "owner" or officer title] for SoF Surfaces, Inc [insert name of business entity] ("Entity"), which entered a contract on Aug 1, 2023 with the District for safety surface

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: Aug 1, 2023

Signature: 
Typed Name: Brennan Prip
Title: Director
Entity: SoF Surfaces, Inc

WORKERS' COMPENSATION CERTIFICATE

[attach form]

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Sof Surfaces Inc
Name of Contractor


Signature

Michael Patterson
Print Name

Aug 3, 2023
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS			2. INSURED'S FULL NAME AND MAILING ADDRESS		
Oakland Unified School District			SofSURFACES Inc.		
995 High Street			4393 Discovery Line		
Oakland CA			Petrolia ON		POSTAL CODE NON 1R0
POSTAL CODE 94601			POSTAL CODE NON 1R0		

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Operations: Manufacturing, sales and installation of soft interlocking rubber tiles including poured-in-place rubber surfacing products
Oakland Unified School District is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

Project: Sequoia Elementary School

4. COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)			
				COVERAGE	DED.	AMOUNT OF INSURANCE	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Liberty Mutual Insurance Company 1000515435	2022/12/31	2023/12/31	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		5,000,000	
					- EACH OCCURRENCE	25,000	2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2,000,000	
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY	25,000	2,000,000	
				MEDICAL PAYMENTS		25,000	
				TENANTS LEGAL LIABILITY	2,500	2,000,000	
				POLLUTION LIABILITY EXTENSION			
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Liberty Mutual Insurance Company 1000515435	2022/12/31	2023/12/31	NON-OWNED AUTOMOBILES		2,000,000	
				HIRED AUTOMOBILES	2,500	50,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input checked="" type="checkbox"/> ALL OWNED AUTOMOBILES <input checked="" type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE	Liberty Mutual Insurance Company AFT-ABFCG3	2022/12/31	2023/12/31	BODILY INJURY AND PROPERTY DAMAGE COMBINED		2,000,000	
				BODILY INJURY (PER PERSON)			
				BODILY INJURY (PER ACCIDENT)			
				PROPERTY DAMAGE			
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	Liberty Mutual Insurance Company 1000515438	2022/12/31	2023/12/31	EACH OCCURRENCE	10,000	3,000,000	
				AGGREGATE		3,000,000	
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> Sub-Contractor	Aviva Insurance Company of Canada SUM-EXC-30565-001	2022/12/31	2023/12/31	Occurrence/Aggregate	Nil	5,000,000	
	Liberty Mutual Insurance Company 1000515435	2022/12/31	2023/12/31			2,000,000	

5. CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS			7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)		
Arthur J. Gallagher Canada Limited			Oakland Unified School District		
435 McNeilly Road, Suite 203			995 High Street		
Stoney Creek ON		POSTAL CODE L8E 5E3			
BROKER CLIENT ID:			Oakland	CA	POSTAL CODE 94601

8. CERTIFICATE AUTHORIZATION			
ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
AUTHORIZED REPRESENTATIVE Meena Pandey	TYPE Phone	NO. 905-575-1122	TYPE NO.
	TYPE Fax	NO. 905-643-8321	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>MPandey</i>	DATE 2023/01/11	EMAIL ADDRESS meena_pandey@ajg.com	



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Acorn Woodland Elementary School Site Improvements	Site	165
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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	Don Cooper				
OUSD Vendor ID #	003982	Title	Director				
Street Address	4393 Discovery Line	City	Petrolia, ON	State	CAN	Zip	NON 1R0
Telephone	800-263-2363	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 #	23112						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-24-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-25-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$60,142.36	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
0006/9933	Fund 01 S&C Carryover	010-0006-0-9933-8500-6274-165-9130-0092-9999-23112	6274	\$60,142.36

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 <i>KChat</i>	Date Approved	8/7/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>Kelly M. Rem</i> Lozano Smith, approved as to form	Date Approved	8/4/23		
3.	Chief Systems & Services Officer, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	8/7/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Mike Hutchinson <i>[Signature]</i>	Date Approved	8/24/2023		