Board Office Use: Legislative File Info.					
File ID Number	23-2632				
Introduction Date	12-13-2023				
Enactment Number	23-2178				
Enactment Date	12/14/2023 er				



# Memo

Wiemo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Division of Facilities Planning and Management.
<b>Board Meeting Date</b>	December 13, 2023
Subject	Amendment No. 1, Purchase Order Contract Agreement – Building Block Interiors, Inc. – Laurel Child Development Center – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Amendment No. 1, to the Purchase Order Contract Agreement by and between the District and Building Block Interiors, Inc., Fremont, CA, for extending the Delivery Deadline of the Agreement from January 1, 2024, to June 30, 2024, (an additional 180 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.
Discussion	This Amendment is for one hundred eighty (180) calendar days' extension to the Delivery Deadline date.
LBP (Local Business Participation Percentage)	0.00%
Recommendation	Approval by the Board of Education of Amendment No. 1, to the Purchase Order Contract Agreement by and between the District and Building Block Interiors, Inc., Fremont, CA, for extending the Delivery Deadline of the Agreement from January 1, 2024, to June 30, 2024, (an additional 180 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.
Fiscal Impact	Fund 21 Building Funds, Measure J
Attachments	<ul> <li>Amendment No. 1, including exhibits</li> <li>Routing Form</li> <li>File ID 23-2041</li> </ul>



### **AMENDMENT NO. 1**

### **PURCHASE AGREEMENT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Building Block Interiors Inc.** OUSD entered into an agreement with CONTRACTOR for services effective on October 12, 2023 ("Agreement"), and the parties agree to amend the Agreement for the Services with Laurel Child Development Center Furniture Project as follows, and in the attached Exhibit A:

1.	Services: X The scope of work is <u>unchanged</u> . The scope of work has <u>changed</u> .	
	If scope of work changed: Provide brief description of revised scope of work including description of expected final res such as services, materials, products, and/or reports; attach additional pages as necessary.	ults,
	The CONTRACTOR agrees to provide the following amended services: Time extension only. No change to the scope of w	/ork.
2.	<b>Terms</b> (duration): The term of the contract is <u>unchanged</u> . <b>X</b> The term of the contract has <u>changed</u> .	
	If term is changed: The contract Delivery Deadline is extended by an additional <u>One hundred eighty (1</u> <u>calendar days</u> and the amended expiration <u>June 30, 2024</u> . The current end date is January 1, 2024.	1 <mark>80)</mark>
3.	<b>Compensation:</b> X The contract price is <u>unchanged</u> .	
	If the compensation is changed: The not to exceed contract price is	
	Increased by:	
	Decreased by dollars and no/100 (\$).	
	Prior to this amendment, the not-to-exceed contract price was, and after t, and after t	this

4. **Remaining Provisions**: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

#### 5. Amendment History:

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

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

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Contract No.

|--|

OAKLAND UNIFIED SCHOOL DISTRICT	12/15/2023	CONTRACTOR 11-	14-23
Mike Hutchinson, President, Board of Education	Date	Contractor Signature	Date
Jef 19-town	12/15/2023	Brett Collins, Principal	
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date	Print Name, Title	
Preston Thomas (Nov 15, 2023 11:35 PST)	11/15/2023		
Preston Thomas, Chief Systems & Services Officer Facilities Planning and Management	Date		
Approval as to form:			
lfR	11/14/23		
	Date		

Arne Sandberg [name] General Counsel, Facilities, Planning and Management

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

### Contractor Name: Building Block Interiors Inc.

Detailed Description of Services to be provided: Time extension only. No change to scope of work.

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district



**Contractor History** 

### **DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

	Pr	oject Information					
Project Name	Laurel Child Development Ce	enter Furniture		Site	10	131	
	Ba	asic Directions				State of the	
Services cannot t	e provided until the contract is av authority	varded by the Board <u>or</u> is y delegated by the Board		Superint	ender	nt purs	uant to
Attachment Checklist	<ul> <li>x Proof of general liability insura</li> <li>x Workers compensation insura</li> </ul>	nce, including certificates a nce certification, unless ve	and endorsement ndor is a sole pro	s, if conti vider	ract is	over \$	15,000
	Con	tractor Information		NE SA			
Contractor Name	Building Block Interiors, Inc.	Agency's Contact	Brent Collins				
OUSD Vendor ID #	008471	Title	Owner				
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-954-1520	Policy Expires					
The second s		the second se					

OUSD Project #	17126		
		Term	of Original/Amended Contract
Date Work Will E		10-12-23	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)

New Date of Contract End (If Any)

Worked as an OUSD employee? TYes X No

6-30-2024

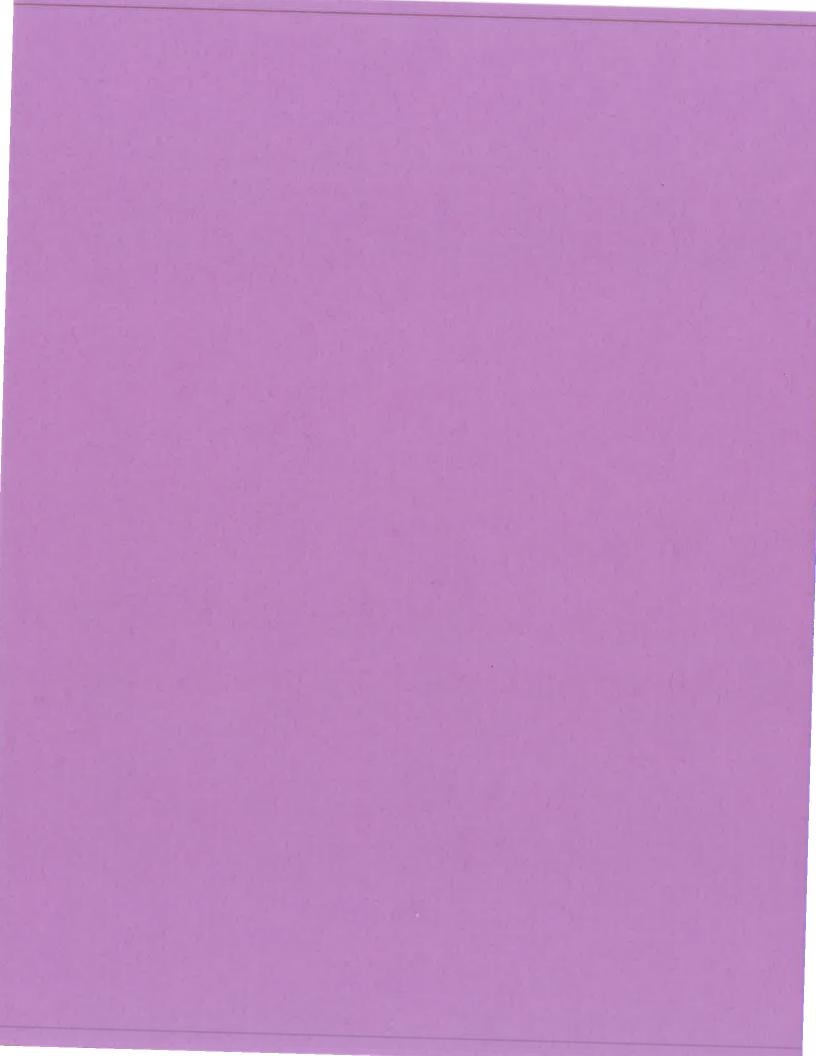
Previously been an OUSD contractor? X Yes D No

		Com	pensation/Revised Compensation		
	ntract, Total Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To I	Exceed)	\$
Pay Rate I	Per Hour (If Hourly)	\$	\$ If Amendment, Change in Price \$0		
Other Exp	enses	Requisition Number			
lf you a	are planning to multi-fund	a contract	Budget Information using LEP funds, please contact the State and Federal Office <u>befor</u>	re completing	g requisition.
Resource #	Funding Source		Org Key Object Code		Amount
9650/9750	Fund 21, Measure J	J 210-9650-0-9750-8500-4432-131-9180-9905-9999-17126 4432		\$0	

#### 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, Eacilities Planning and Management			and the marries	
032348	Signature Preston Thomas (Nov 15, 2023 12:16 PST)		Date Approved	11/15/2023	
	General Counsel, Department of Facilities Planning and Managemer	it .	and references		Mar Marthanette
2.	Signature College Lozano Smith, approved as to	form	Date Approved	11/14/23	
	Chief Systems & Services Officer, Facilities Planning and Manageme	ent			
3.	Signature Preston Thomas (Nov 15, 2023 12:16 PST)		Date Approved	11/15/2023	3
	Chief Financial Officer		A SAME AND AND		
4.	Signature		Date Approved		
	President, Board of Education			STREET.	
5.	Signature		Date Approved		



Board Office Use: Legislative File Info.					
File ID Number	23-2041				
Introduction Date	10-11-2023				
Enactment Number	23-1778				
Enactment Date	10/11/2023 er				



### Memo Board of Education To From Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management **Board Meeting Date** October 11, 2023 Subject Purchase Order Contract Agreement – Building Block Interiors, Inc. – Laurel Child Development Center Furniture Project - Division of Facilities Planning and Management Approval by the Board of Education to the Purchase Order Contract Agreement by and **Acton Requested** between the District and Building Block Interiors, Inc., Fremont, CA, for the latter to provide delivery and installation of Pre-k classroom furniture for the Laurel Child Development Center Furniture Project, in the total amount of \$177,457.99, which includes a contingency allowance of \$14,696.31, as the selected consultant, with work scheduled to commence on October 12, 2023 and scheduled to last until January 1, **2024**, pursuant to the Contract. Discussion Consultant was selected through competitive bidding. (Public Contract Code §22037) Waived LBP (Local Business **Participation Percentage**) Recommendation Approval by the Board of Education to the Purchase Order Contract Agreement by and between the District and Building Block Interiors, Inc., Fremont, CA, for the latter to provide delivery and installation of Pre-k classroom furniture for the Laurel Child Development Center Furniture Project, in the total amount of \$177,457.99, which includes a contingency allowance of \$14,696.31, as the selected consultant, with work scheduled to commence on October 12, 2023 and scheduled to last until January 1, 2024, pursuant to the Contract. **Fiscal Impact** Fund 21, Building Funds, Measure J 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.	23-2041				
Department:	F <u>acilitie</u>	es Planning and Management			
Vendor Name:	Building	g Block Interiors, Inc.			
Project Name: Laurel	Child De	evelopment Center Furniture	Project No.:	<u>17126</u>	
Contract Term: Intended	l Start:	<u>October 12, 2023</u>	Intended End:	<u>January 1, 2024</u>	
Total Cost Over Contrac	t Term:	<u>\$177,457.99</u>			
Approved by:		Preston Thomas			
Is Vendor a local Oakland Business or has it met the requirements of the					
Local Business <b>F</b>	Policy?	□ Yes (No if Unchecked)			
How was this contractor	or vende	or selected?			
Building Block Interiors,	Inc. was	s selected by the District as the lowest respon	sible and responsi	ve bid.	

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

 $\boxtimes$ 

Building Block Interiors, Inc., will deliver and install Pre-K classroom furniture for the new child development center at the Laurel Child Development Center Furniture Project.

OAKLAND UNIFIED SCHOOL DISTRICT

Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- $\Box$  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), <u>and</u> (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*
- $\Box$  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:

- $\Box$  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) – <i>contact legal counsel to discuss if applicable</i>
□ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – <i>contact legal counsel to discuss if applicable</i>
□ Piggyback contract for purchase of personal property (Public Contract Code §20118) – <i>contact legal counsel to discuss if applicable</i>
□ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – <i>contact legal counsel to discuss if applicable</i>
□ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
□ Other:
Maintenance Contract:
$\Box$ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
$\Box$ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss</i>
□ Other:

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

# [EXTERNAL] LBU Review Waiver - Project # 17126 -Laurel CDC - Furniture Project

### External

Т

Tiffany Search for all messages with label Tiffany Remove label Tiffany from this conversation

# Tiffany Knuckles <tiffany@360tcpr.com>

Fri, Feb 10, 10:00 AM

to KENYA, Colland, TADASHI, me, PAMILA, Shonda, Shonnell

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for **Furniture Merchants/Wholesaler Services** with scopes in educational (Pre-K-12) environments, to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is determined that due to the limited availability of local certified firms for **Furniture Merchants/Wholesaler** services, it is recommended that the Local Business Utilization requirement is waived for the following project:

### • Project # 17126 - Laurel CDC - Furniture Project

If you have any questions, please feel free to contact me at any time.

Sincerely, Tiffany Knuckles



**Tiffany Knuckles** Community Relations Liaison 360 Total Concept Inc. <u>www.360tcpr.com</u> 510.473.5603 (Direct) | 510.836.0360 (Office)

\*NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.



Thank you for the information.

Thank you for the update.

### OAKLAND UNIFIED SCHOOL DISTRICT

### PURCHASE AGREEMENT

This Agreement is made this 12th day of October 2023, by and between **Oakland Unified School District**, "District," and **BUILDING BLOCK INTERIORS**, 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 has received notice of an award pursuant to Bid No. <u>17126</u> for the purchase and delivery of the items of equipment, materials, and supplies detailed in the bid package documents provided by the District ("Items").

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

1. <u>Delivery of Items</u>. Vendor agrees to deliver the Items to District at the following address: 3825 California Street, Oakland, CA. 94619.

2. <u>Time of Commencement and Completion</u>. Vendor shall satisfactorily deliver the Items in full to the District no later than <u>January 1, 2024</u> ("Delivery Deadline"). Time is of the essence in this Contract.

3. <u>Contract Price</u>. The contract price consist of \$162,761.68 for the Items and a contingency allowance of \$14,696.31, for a total contract price of ONE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND NINETY-NINE CENTS (\$177,457.99). The District agrees to pay the contract price within thirty (30) calendar days following receipt of Vendor's invoice for the satisfactory delivery of the Items.

4. <u>Liquidated Damages</u>. If Vendor fails to satisfactorily delivery the Items by the Delivery Deadline, Vendor shall be liable for liquidated damages as provided in the Contract Documents (as defined below).

5. <u>Conformance to Contract Documents</u>. 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. <u>Indemnity</u>. 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.

7. <u>Transportation Charges</u>. 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.

8. <u>Inspection</u>. 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.

9. 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 \$1,000,000 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 selfinsurance 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.

10. <u>Independent Contractor Status</u>. 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.

11. <u>Taxes</u>. 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.

12. <u>Fingerprinting Notice and Acknowledgement</u>. 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.

13. <u>Tuberculosis Certification</u>. 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. X 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.  $\Box$  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:

needed.]

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

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.

14. <u>Confidential Information</u>. 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.

15. <u>Assignment/Successors and Assigns</u>. 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.

16. <u>Severability</u>. 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. <u>Amendments</u>. 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.

18. <u>Governing Law</u>. 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 <u>Alameda</u>, 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. <u>Written Notice</u>. 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.

20. <u>Compliance with Law</u>. 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.

21. <u>Non-Discrimination</u>. 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. <u>Liability of District</u>. 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. <u>Time</u>. Time is of the essence to this Agreement.

24. <u>Waiver</u>. 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. <u>Entire Agreement</u>. 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. <u>Execution of Other Documents</u>. 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.

27. <u>Execution in Counterparts</u>. 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.

28. <u>Warranty of Authority</u>. 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.

29. <u>Local Business</u>. Vendor 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."

30. <u>Forms</u>. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.
- The bid package issued by the District for the Contract, which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Specifications, the Description of the Items, the Bid Form, this Agreement, and all addenda.

31. <u>Mediation</u>. 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.

32. <u>Safety Regulations</u>. 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

By

Preston Thomas, Chief Business Officer, Facilities Planning & Management VENDOR Building Block Interiors, Inc.

9/15/23 Signature Date

Title Principal

app of the	10/12/2023
Mike Hutchinson, President, Board of Education	Date
If the have	10/12/2023
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education	Date

### **APPROVED AS TO FORM:**

 9/15/23

 OUSD Facilities Legal Counsel
 Date

 Re-Bid-Laurel Child Development Center Furniture Project - \$177,457.99

 {SR796530}
 6 OF 10

 Bid No. 17126

### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT

IRAN CONTRACTING ACT CERTIFICATION [Not Used]

### WORKERS' COMPENSATION CERTIFICATE DOCUMENT 00 40 05

### DRUG-FREE WORKPLACE CERTIFICATION DOCUMENT 00 42 00

### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT

IRAN CONTRACTING ACT CERTIFICATION [Not Used]

### WORKERS' COMPENSATION CERTIFICATE DOCUMENT 00 40 05

### DRUG-FREE WORKPLACE CERTIFICATION DOCUMENT 00 42 00

### Oakland Unified School District Division of Facilities Planning and Management

### **BID OPENING TABULATION SHEET**

School:	Rebid-Laurel CDC	Date:	Monday, August 28, 2023
Project:	Furniture	Time:	2:00 P.M.
Project #:	17126	Project Mgr:	Pam Henderson
Estimate:	\$200,000	Architect:	N/A

	litness to Bid		Signature of Bid Opene			
Company:	Building Block Interiors, Inc.	Base Bid:	\$146,963.14		Required Day of Bid:	
Address:	44081 S Grimmer Blvd	Allowance:	\$14,696.31		Signed Bid Form	X
City/State:	Fremont, CA 94538	Sales Tax	\$15,798.54		Addendum Acknow.	
Phone:	925-457-6561	TOTAL:	\$ 177,457.99		Bid Bond	N/A
Fax:			+ <i>\</i>		Fingerprint Notice	X
rax.					Iran Contracting Certification	N/A
			Time Submitted	Date Submitted	Worker's Comp	X
			11:29 AM	<u>8/28/2023</u>	Drug-Free Workplace	X
			11.25741	0/20/2025		~
					Other Contract Docs	Х
			Time Opened	Date Opened		
			2:29 PM	8/28/2023		
		1				
Company:	MB Contract Furniture	Base Bid:	\$152,281.38		Required Day of Bid:	
Address:	1001 Galaxy Way Ste. 100	Allowance:	\$15,228.14		Signed Bid Form	Х
City/State:	Concord, CA 94520	Sales Tax	\$15,608.84		Addendum Acknow.	
Phone:	925-391-2451	TOTAL:	\$183,118.36		Bid Bond	N/A
Fax:					Fingerprint Notice	Х
					Iran Contracting Certification	N/A
			Time Submitted	Date Submitted	Worker's Comp	Х
			11:09 AM	<u>8/28/2023</u>	Drug-Free Workplace	Х
					Other Contract Docs	Х
			Time Opened	Date Opened		
			<u>2:29 PM</u>	<u>8/28/2023</u>		
		D D'I				_
Company:		Base Bid:			Required Day of Bid:	
Address:		Allowance:			Signed Bid Form	
City/State:		TOTAL:			Addendum Acknow.	
Dia ana an		Alternation				
		Alternates:			Bid Bond	
Phone: Fax:		Alternates:			Fingerprint Notice	
		Alternates:	Timo Submittad	Data Submitted	Fingerprint Notice Iran Contracting Certification	
		Alternates:	Time Submitted	Date Submitted	Fingerprint Notice Iran Contracting Certification Worker's Comp	
		Alternates:	Time Submitted	Date Submitted	Fingerprint Notice Iran Contracting Certification	
Phone: Fax:		Alternates:	Time Submitted	Date Submitted	Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace	
		Alternates:			Fingerprint Notice Iran Contracting Certification Worker's Comp	
		Alternates:	Time Submitted	Date Submitted	Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace	
		Alternates:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace	
		Alternates:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace	
Fax:					Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs	
Fax:		Base Bid:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs Required Day of Bid:	
Fax: Company: Address:		Base Bid: Allowance:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs Required Day of Bid: Signed Bid Form	
Fax: Company: Address: City/State:		Base Bid: Allowance: TOTAL:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs Required Day of Bid:	
Fax: Company: Address: City/State:		Base Bid: Allowance:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs <b>Required Day of Bid:</b> Signed Bid Form Addendum Acknow.	
Fax: Company: Address: City/State: Phone:		Base Bid: Allowance: TOTAL:			Fingerprint Notice Iran Contracting Certification Worker's Comp Drug-Free Workplace Other Contract Docs <b>Required Day of Bid:</b> Signed Bid Form Addendum Acknow. Bid Bond	
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**Oakland Unified School District** 

# BID PACKAGE for purchase of Pre-K Classroom Furniture

Bid No. 17126

# Re-Bid-Laurel Child Development Center Furniture Project

Bid Opening: August 28, 2023

Time: 2:00 p.m.

Place: 955 High Street Oakland, CA 94601

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. \_17126

### Oakland Unified School District Contract for Laurel CDC Furniture -Purchase of Pre-K Classroom Furniture Bid No. 17126

## **Bid Form**

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of **Building Block Interiors, Inc.** 

, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Description of the Items, and all of the bid package documents for the proposed District purchase of the Items, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts, including all taxes, for the following amount:

### AMOUNT OF BID:

## s 177,457.99

Base Bid - \$146,963.14 + Allowance Contingency \$14,696.31 + Sales Tax \$15,798.54 = \$177,457.99

One hundred seventy seven thousand four \_\_\_\_\_ Dollars and \_\_\_\_\_99 /100)

This bid price will not be revoked for ninety (90) calendar days after bid opening.

Award of the Contract will be based on the lowest responsible bidder.

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_(Name)

### PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_\_

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. 17126

13 OF 26

(Name)

General Partner

### CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: August 22nd, 2023

Brett Collins
President (Name)
(Chairman, Pres., or Vice-Pres.)

Brett Collins Secretary (Name) (Secretary, Asst. Secretary, CFO, or Asst. Treasurer) **Oakland Unified School District** 

# BID PACKAGE for purchase of Pre-K Classroom Furniture

Bid No. 17126

# Re-Bid-Laurel Child Development Center Furniture Project

Bid Opening: August 28, 2023

Time: 2:00 p.m.

Place: 955 High Street Oakland, CA 94601

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. \_17126

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### **INVITATION FOR BIDS**

### Bid No. <u>17126</u>

The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for **BID NO. 17126** for the award of a contract for purchase and delivery of Pre-K Classroom Furniture on or before <u>2:00 p.m., on August 28, 2023</u>, in the Division of Facilities, Planning, and Management of the Oakland Unified School District, 955 High Street, Oakland, CA 94601, at which time and place the bids will be opened and read in public.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Oakland Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after bidder's notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Oakland Unified School District. Bid forms, specifications and further information may be obtained from Juanita Hunter, Specialist Contract & Bids, in the Facilities Planning & Management Department, phone (510) 535-7044.

The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or informalities which may be legally waived.

Advertised (Public Contract Code §20112):

Dates: (1) August 9, 2023 (2) August 16, 2023

### OAKLAND UNIFIED SCHOOL DISTRICT

### PURCHASE SPECIFICATIONS

### Bid No. <u>17126</u>

Oakland Unified School District (District) is seeking bids for purchase and delivery of <u>Pre-K</u> <u>Classroom Furniture</u>.

### **QUESTIONS CONCERNING BID**

This document contains instructions and requirements, including the format in which responding bids must be submitted. Bidders are urged to carefully read all sections of the bid to insure that the scope of required items and responsibilities are fully understood.

Any questions, interpretations or clarifications, either administrative or technical, about this bid must be requested in writing. All written questions will be answered in writing and conveyed to all bidders. Oral statements concerning the meaning or intent of the contents of this bid by any person are unauthorized and invalid. All questions (technical, programmatic, or process) must be directed to:

Juanita Hunter, Specialist Contracts & Bids, Oakland Unified School District, 955 High Street, Oakland, CA 94601, telephone: (510)-535-7044, facsimile (510)-535-7040, e-mail: juanita.hunter@ousd.org.

### SCHEDULE

Bids Due: August 28, 2023, on or before 2:00 p.m.

Anticipated Date of Board's Award of Contract: October 28, 2023

### ITEMS BEING PURCHASED AND DELIVERED, AND DEADLINE

This bid is for purchase by, and delivery to, the OAKLAND UNIFIED SCHOOL DISTRICT (also referred to hereinafter in this document as the "District") of the items described in this bid package ("Items") by January 1, 2024 in accordance with the District specifications noted in these bid documents.

The Board's award of the contract is anticipated on October 29, 2023, with a Notice of Award of Contract anticipated to be issued on or about October 30, 2023.

The successful bidder ("Vendor") shall deliver the Items by December 31, 2023. The Items are more particularly described, including quantities, in the "Description of the Items" document, included in this bid package.

### LIQUIDATED DAMAGES

The items sought by this bid proposal must be delivered by Vendor in satisfactory condition to the location specified by the District in the bid package on or before delivery time as indicated in the bid package. Time is of the essence of the contract. The Vendor's failure to provide the items to the District by the delivery deadline shall subject the Vendor to liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each and every calendar day by which delivery is delayed beyond the delivery deadline.

Submission of a bid proposal constitutes the Vendor's promise to pay liquidated damages as set forth above and the Vendor's agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, Vendor agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the Vendor's failure to delivery the Items by the delivery deadline.

If the Vendor becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the Vendor from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the Vendor's liability for liquidated damages, the Vendor and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

### ALLOCATIONS

In the event the Vendor's supply of awarded items is reduced for reasons beyond its control to a level which prevents the supply of the District's requirements in full, the Vendor agrees to supply the District no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the District reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

Vendor shall not be liable for delays in delivery beyond the delivery deadline as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing, primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of the inability of the Vendor to obtain **FF&E items** from its usual sources of supply by reason of shortages of such products or other causes beyond the control of the Vendor.

The District may purchase the Items from other than the Contractor in the event of an emergency when the Contractor is not able to deliver the Items by the delivery deadline.

### INVOICING AND DELIVERY RECEIPT REQUIREMENTS

Upon satisfactory delivery of the Items, Vendor shall invoice for them, and District shall pay the invoice within thirty (30) calendar days.

### CONTRACTOR'S RESPONSIBILITY

The 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 the hours of 8:00 a.m. through 5:00 p.m. 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.

At the discretion of the District, if Vendor is unable or unwilling to meet the bid requirements, the bid will then default to the next lowest responsible bidder. Vendor will be given thirty (30) days written notification.

### **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.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. To be valid and enforceable, such modification shall be in writing, signed and dated by Vendor, and approved by the District's governing board.

Any questions regarding this bid proposal may be referred to Pam Henderson, Project Manager, Oakland Unified School District, email: <u>pamila.henderson@ousd.org</u> ph: 1-925-353-6403.

### **INSTRUCTIONS TO BIDDERS**

- 1. All proposals must be typed or written in ink. Corrections before submission may be made but must be initialed in ink by the person signing the proposal. No oral or telegraphic modification will be considered. Proposals cannot be changed after they have been received.
- 2. All proposals must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Proposals may be taken apart to fill in required blanks but must be reattached in order of page number.
- 3. The successful bidder ("Vendor") must be licensed or incorporated to do business in the State of California.
- 4. Bidders must be prepared to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in this proposal.
- 5. Bidders must quote prices F.O.B. Oakland Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. In the event of a conflict between the total bid price in the Bid Form and any other document submitted by the bidder, the Bid Form shall control.
- 6. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the Oakland Unified School District ("District") by the Vendor. All costs shall be included in the proposal.
- 7. Taxes shall NOT be included in the unit prices of the materials or the bid price, except that the bid price may include state and local sales and use taxes to be paid by the District. If such taxes are not included in the bid price, then Vendor shall pay any such taxes instead of District. Federal excise taxes are not applicable to school districts.
- 8. Any discount which the bidder desires to provide the District must be included in the bid price stated on the Bid Form. Offers of discounts or additional services not included in the bid price on the Bid Form will not be considered by the District in the determination of the lowest responsible bidder.
- 9. As a service provider to the District, the Vendor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

- The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
- 11. The Vendor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of \$1,000,000, general aggregate, Excess Liability \$2,000,000, Automobile Liability combined single limit \$1,000,000, and Worker's Comp \$2,000,000, each occurrence, in the name of the District to adequately protect itself and the District against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by Vendor or by anyone directly or indirectly employed by Vendor.
- 12. The Vendor shall sign the contract with District within ten (10) days following the notification of award of the contract and acceptance of its bid, and shall be interpreted according to the laws of the State of California.
- 13. The proposal and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.
- 14. All bids must be submitted on the Bid Form and must be accompanied by a completed Bid Cover Sheet, Bid Bond, an executed Fingerprinting Notice and Acknowledgment, an Iran Contracting Act certification (if required by law; see the form), a Worker's Compensation Certificate, a Drug Free Workplace Certification, and a Local Business Participation Form.
- 15. The Agreement between District and Vendor shall be signed by the successful bidder in as many originals as the District deems necessary and returned within ten (10) days after award of the Contract or before delivery of the Items, whichever is earlier. With the signed Agreement, Vendor shall also return (a) the required additional insured and other endorsements, (b) a Buy American Certification, and (c) a Certification of Lack of Felony Convictions (see Exhibit B of the Fingerprinting Notice and Acknowledgment). If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.
- 16. The District reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid, and to waive any informalities and irregularities in this bid. The District reserves the right to award this bid by line item or in total whichever may be in the best interest of the District.
- 17. Bid must be submitted on the Bid Form provided by the District. All items on the Bid Form must be filled out. The completed form should be without interlineations, alterations or erasures.

- 18. Bid must be in a sealed envelope that is clearly marked "LAUREL CHILD DEVELOPMENT CENTER FURNITURE BID - Bid No. 17126" on the outside. The bid is to be mailed or delivered to Facilities Planning and Management Department, OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601, not later than August 28, 2023, at 2:00 p.m. The District reserves the right to open bids at that time or at a later time.
- 19. Bids must be in complete compliance with specifications and will be subject to inspection, interpretation and approval by the District. Any deviations shall be indicated on the Bid Forms.
- 20. The bid should be verified before submission, as bids cannot be withdrawn after opening. No bid can be corrected or altered or signed after being opened.
- 21. Bids may be withdrawn before opening.
- 22. The Contract will be awarded to the lowest responsive and responsible bidder.
- 23. All exceptions which are taken in response to this Contract must be stated clearly. The stating of exceptions, or the providing of false, incomplete or unresponsive statements in the bid, may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered.
- 24. Any questions relative to the bid should be directed to the <u>Juanita Hunter</u> or designee at the address specified for receipt of bid proposals.
- 25. Any addenda or bulleting issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.
- 26. Bid proposals must be accompanied with a certified cashier's check or bidder's bond for an amount not less than ten percent (10%) of the amount of the base bid. The check or bid bond shall be made payable to the order of the Oakland Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount may result in rejection of the bid.
- 27. The quantities shown are exact.
- 28. On request, samples of the products being bid shall be furnished to the District at no charge.

- 29. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish a material, product, thing or service of comparable quality or utility. HOWEVER, BIDDER MAY ONLY DO SO IF BIDDER REQUESTS SUBSTITUTION OF AN EQUAL ITEM AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE BID SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. If the District approves the substitution of an equal item, the District shall amend the bid package to allow all bidders to use that item. The District encourages alternate brands to be requested. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified. If the District does not amend the bid package to allow substitution of a requested item, then no bidder may so substitute.
- 30. A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be considered as non-compliance with that specific term.
- 31. The bidder must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to in-fringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
- 32. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- 33. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
- 34. In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.
- 35. The items sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid package, and must be delivered on or before the delivery deadline as indicated in the bid package. Time is of the essence of the

contract. A bidder's failure to provide the items to the District by the delivery deadline shall subject the bidder to liquidated damages as described in this bid package.

- 36. Bidder agrees to extend the terms of the Contract to other political subdivisions, municipalities and tax supported agencies pursuant to Public Contract Code section 20118. Such governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Oakland Unified School District harmless. The successful bidder will invoice each such governmental body separately.
- 37. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the company name, address, telephone and fax number. This will ensure notification of any bid specification changes through addendum.

#### DESCRIPTION OF THE ITEMS TO BE PURCHASED BY AND DELIVERED TO THE DISTRICT

ITEM	OUANTITY
See specifications attached	
····	

#### Oakland Unified School District Contract for Laurel CDC Furniture -Purchase of Pre-K Classroom Furniture Bid No. 17126

#### **Bid Form**

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of **Building Block Interiors, Inc.** 

, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Description of the Items, and all of the bid package documents for the proposed District purchase of the Items, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts, including all taxes, for the following amount:

#### AMOUNT OF BID:

#### s 177,457.99

Base Bid - \$146,963.14 + Allowance Contingency \$14,696.31 + Sales Tax \$15,798.54 = \$177,457.99

One hundred seventy seven thousand four \_\_\_\_\_ Dollars and \_\_\_\_\_99 /100)

This bid price will not be revoked for ninety (90) calendar days after bid opening.

Award of the Contract will be based on the lowest responsible bidder.

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_(Name)

#### PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_\_

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. 17126

13 OF 26

(Name)

General Partner

#### CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: August 22nd, 2023

Brett Collins
President (Name)
(Chairman, Pres., or Vice-Pres.)

Brett Collins Secretary (Name) (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

#### OAKLAND UNIFIED SCHOOL DISTRICT Division of Facilities Planning and Management 955 High Street Oakland, CA 94601

#### BIDS MUST BE SEALED AND SUBMITTED TO:

#### FRONT DESK 955 HIGH STREET OAKLAND, CA 94601

#### THIS COVER SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bids are due: 2:00 p.m. 28<sup>th</sup> day, August 2023 (Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

#### BID BOND

[Not Used]

Re-Bid-Laurel Child Development Center Furniture (SR796530) Bid No. \_17126

#### FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. \_17126

#### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (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:

- 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).)

{SR766794} l

FINGERPRINTING NOTICE & ACKNOWLEDGING CERTIFICATE DOCUMENT 00 43 00 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 <u>**President**</u> [insert "owner" or officer title] of **Building Block Interiors, Inc.** [insert name of business entity], have read the foregoing and agree that <u>**Building Block**</u> <u>Interiors, Inc.</u> [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: _	8/22/2023
Name: _	Brett Collins
Signatur	e: B.C.

President

Title:

#### 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:	<b>Building Block Interiors, Inc.</b>
Date of Entity's Contract with District:	August 23rd, 2023
Scope of Entity's Contract with District:	

I, <u>Brett Collins</u> [insert name], am the <u>President</u> [insert "owner" or officer title] for <u>Building Block Interiors, Inc.</u> [insert name of business entity] ("Entity"), which entered a contract on <u>August 23rd</u>, 2023, with the District for \_\_\_\_\_.

I certify that (1) 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: August 23rd, 20 23

Signature:	kt.
Typed Name:	Brett Collins
Title:	President
Entity: Bui	Iding Block Interiors, Inc.

OAKLAND UNIFIED SCHOOL DISTRICT RE-BID-LAUREL CHILD DEVELOPMENT CENTER FURNITURE PROJECT NO 17126 FINGERPRINTING NOTICE & ACKNOWLEDGING CERTIFICATE DOCUMENT 00 43 00

#### **IRAN CONTRACTING ACT CERTIFICATION**

[Not Used]

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. \_17126

#### WORKERS' COMPENSATION CERTIFICATE

[attach form]

#### WORKERS' COMPENSATION CERTIFICATE DOCUMENT 00 40 05

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.

Building Block Interiors, Inc.	
Name of Contractor	
Signature	-
Brett Collins	8/22/2023
Print Name	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.)

OAKLAND UNIFIED SCHOOL DISTRICT Re-Bid Laurel Child Development Center Furniture Project No. 17126 WORKER'S COMPENSATION CERTIFICATION DOCUMENT 00 40 05

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#### DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

#### DRUG-FREE WORKPLACE CERTIFICATION DOCUMENT 00 42 00

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.* 

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Building Block Interiors Inc.	
Name of Contractor	······································
Brett Collins	8/22/23
Print Name Signature	Date
OAKLAND UNIFIED SCHOOL DISTRICT	DRUG FREE WORKPLACE CERTIFICATION
RE-BID-LAUREL CHILD DEVELOPMENT CENTER FURNITURE	DOCUMENT 00 42 00
ROJECT NO.: 17126 {SR684086}	



**Furniture Specifications** Date: 02/0VZ023 \*ALL FURNITURE FINISHES & QUANTITIES TO BE VERIFIED WITH THE SCHOOL DISTRICT

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¥/N		Synthetic Latex	HACK N/A		Midback F Mesh a	×	
Writeble table table the foot foot creative brainstorming and discussion. The unique design enables rach student to actively participate.	Combination of Mega Clase Returning 6 cubby compartments and Mega Staridard Cabinet featuring 9 cubby compartments.	omfortable, casual, and low-maintenance. This vibrant and versarile rificial gass: rug can be used anowhere Equally capable indons or ot. GreenStatea" is available in shapes and slees that will coordinate with a wide range of dassroom decor.		CWC/RC36 - Sase Table Circular, Durin, Recessed tee Nick, Contemporary, 362 x 33W x 27 V2H Brushed aluminum food	1203 BKI MB-MC23 US-FCIR-FCIR-FCIR-FCIR-FCIR-FCIR-FCIR-FCIR	DBSGRIDPIION Adjustable haght workstation N/A	The AMO S Series Mobile Pedestal is the perfect storage solution forNA any office.
Foldable Collection	Cascode	GreenSpace 4624 - Jelty Bean a 4624 - Jelty Bean a	Сегчеле	Convene	thexy	PRODUCT Active Pro 2	S Series
kova Nival	Smith System	Joy Carpets	MFG Steelcase	Steekase	SitOnit Seating	Mec.	AMO
18-2	ST3	۲. ۲. ۲.	140 140 140 140		CH3	146 1844	·
						• IMAGE	
CLOUND TABLE	CUBBY CARSNETS	JELVBEAN GAASS RUG	CONFERENCE TABLE	CONFERENCE TABLE BASE	CONFERENCE CHAIR	PRINCIPAUS OFFICE Desk	FEDESTAL

· · ·	ļ			č			-
	D: 27" W: 20" H: 42" Seat Height: 21"-29"	D: 19 %" W: 19 %" H: 31 80.9 Seat Height: 17 5/7"	15:12 19:22 19:24 19:24	3218 HF82 X CT22 X W 28	10: 24" 10: 24" 14: 18" Seat Height: 16"	Dr 13- Nr. 24- Hr 25-	32'W x 3T d x 25'h
	5-Start White Kylon Base Standard Cylinder	Stain Repellent		NDIS BIFNA Consiant BIFMA Level 1, SCS Indoor Advantage*	BIFMA Compliant, BIFMA Level 1, SCS Indoor Advantage* Gold		
AN.	Seat Color. Leaf Mrr., SitChat Pattem: Dynamic	Color: Camel 4142/103 Pattem: BIRIOSEYE	NA	: 1811116 Brushed Flamel - Light Grey	Color. Camel 4142/103 Pattern: BIRDSEVE	N/N	100% połycster.
Silver	MeAn Apple Uphulstered Seat	Standard Isbric	Natual Maple Finish	fNISH Leg Solid Maple	Leg: Solid Maple	Natural Gak	ીં ખોતે, ઉત્સપથ્ય
WA.	Hard Floor and Carpet Casters	Standard	Standard	LEG Flaund wood begs	Round wood legs	Hot-Ralked Steef	
N/A	Midback Mesh	Çuşhian	Standard	BACK N/A	N/A	MA	
LED Radial Desktop	203 BK: MB-MC3-US-FC12-FC2-MR4-T-BT-BC3-CH1-CS6-M0 Here, Midback Task Chair, Mehi Back wind Lumbar, Sweet Tit, Height/Adjactable Arms	Staddable single chair with back and seat coshion. Milk Textured Frame (1041)	Natural wood finich, 5 shelves, 36 wide bookshelf	ofsociation: Jenny Low chairs are available in Chù and Round. They have an adjusted seat angle, and lowered height to álign for work at bounge posture.	Alight offers styllsh inoromptu szating that flexes to support teams of lary size. With a low profile perfect for casual and collaborative spaces. Alight sets the stage for creativity in a relaxed environment.	The West Elm Work Linear C-Table is the perfect mobile, maledalit workplace with a cantilever construction that slips easily under chairs and sorts.	ger Ultimize launge pad with sink-right-in camfort. Soft. durable cover comes pre-titled. Made with rocycled materials.
Radià	Hexy	Simple Chait	10500 Series	PRODUCT Jenny JS31413	Hight FOMAEST	WEMB	Modern Lounger
Steelcase	SitOnit Seating	Steelcase	NOH	Mise Steelcase	Steeltase	West Eim	West Eim
ਮੁਤੀ 	<u></u>	2:52		2 <u>5</u> 5		5	<u>8</u>
•				IMAGE			
TASK LAMP	KASK CHAIR	GEST CHAIR	BOOKSHEIF	Wellness Room Lounge Charr	OTTOMAN	LINGAR C TABLE	MODERN LOUNGER

÷	~	Frank Control of Contr		0 1				
	D. 19 %" W: 19 %" H: 31 8.99 Seat Height: 17 5/7	60° w x 16° d x 18° h	ZU'KZU	Size - Dr. 277 - Wr. 207 - Height 21"-29" - Seat Height 21"-29"		30 W X 23.5 D X28 H	-52 %	
brima Level 3. 305 mood Advantage Gold	Stain Repellent			Koutes SStart White Mylon Base Standard Cylinder		include stain and water- resistant cover listed below.		
¢	: Color: Camel 4142/103 Pattern: BIROSEYE		Front 100% linen. Back: 100% cotton Pattern on front: solid on reverse.	113.011.1 Seet Color: Last Mrt.: StOont Patteure Dynamice		Mkrofiber	Stain and wister-testitant fabric.	
Surface Finish - Woodgrain LPL - N/A CLEAR DAK Back: Smooth Metallic 4799 - Platinum Metallic	Standard fabric	0ak / Grey	Glørs: Copper, Light Silver Pine, Måtural	J.N.S.J. Metal: Apple UpNutstered Sea	F2 - White	Blue	Thick foam padding covered by S polyester stack, with a thin the there costing.	
2911	Standard 	Steet		LEG Hard Floor and Carpet Casters	Casters	Y.N.	N/N	
2	Cushion	ИА	MA	aAcK Midback Mesh	NIA	Standard	N/A	
אסאטאנועל ואפולען האבירטולים קיסאריב	Stockable simple chair with back and sust cushion. Milk Textured Frame (7041)	Stubburd powder-coated steel legs handsomety prop up solid wire- brushed ook bench.	Two tone chundly finen pillow cover with pillow inserts. Two-tone yams create wrigue coloring.	DSSGSTR211OX 1203 BKL+MB-MC3FUS-FC/2FC/2FC/2FC/2AR4-T-B11-BC/3-CM1-CS/54/D Hexy, Midback, Task Chain, Hend Back, w/Adj Lumbar, Suivel Titt, Height/Adjustable Arms	The AMQ S Series Mobile Pedestal is the pertext storage solution for any office.	The foldable flip chinir features a Sun-Y convertible draffor that transforms into a llunger, seat, bed, and sleepar with hradrest by stooly stataching or detaching the Valcon fasteners. Kals Pay Louch Flip Out Char with Ramovable Cover	Foldable, Waterpool, and Stain restant Mat w/ Rest Time Blacket.	
TS4WREC	Simple Chair	Branch Bench	Pillow	РЯОРИСТ Неку	S Series	lite Flower	M65 + S15	
	Steelcase	Blu Dat	West Elm	MFG SitOnit Seating	AMQ	Keal Rooms	- Conumunity Playthings	
3	SC-3			148 CH-1		<u>.</u>		
	() 		**	IMAGE	.			
	SIMPLE CHAIR	WOOD BENCH	MOTINE HITOM	AECEPTION	PEDESTAL	FOLDABLE CHAIR	REST MA1	

BEAN GENCH - SAMIL	CURVED 24YIDER	STRAIGHT BENCH	STRAIGHT DWIDER	FREESTANDING TREE	HAR MAN WAR	COMPOSF CART	VORKING HEIGHT TARLE
		Ň					AAGE
H-	FF-2	FF-3	FF-4	TR-1	16-2	CT-1	1AC
Smith System	Smith System	Smith System	Smath System	TMC	Weg Ein	Glabel Industrial	MFG
Fiewform 55002	Flowferm 55005	Flaunform 55004	Flow form 55006	Freestanding Tree	Faux Tree	ריואסי	ARODUCT Simple Table 1940/RD
fi lowform Soft Seaking from Smith System <sup>1</sup> helps craft: unique collaborative interaction spaces for inds of all ages.	The Curried Bench Divider pairs to the Bean Bench to create a 25 Nigh barrier when students need to divide and conquet.	Flowforn Soft Sealing from Smith System <sup>4</sup> helps create unique coulaborative interaction spaces for kids of all ages.	The Stragk Bench Divider pars to the Bean Bench to create a 26° high WA barrier when students weed to divide and conquer.	theor Trice with white steel lake. As a stand-alone or forest, these 95 18 httees and an inviting quality to any space. LPATS-0.4495	Faux potted Fan Palm Tree	Lucer Wire Transport Curt. 400 lb. Capacity, 30°L x 19°W x 30°H. Stiwer	DESCRIPTION Working beight round table w/ single base.
V/N	- MA	N/A	N/A			Standard	BACK
M/A	<b>KIN</b>	NA		White Steel		Standard	िर्फित Lत्म्ह
Colorst. Apple, Apricat, Mediterrarean, Linvoncello	Colors: Apricat	Colars: Apricat	Colors: Mediterranean	Finish: Clear Maple		Silveer	FINISH Surface Fiolish - Acritic White Bases Smooth Metallic 4799 - PLATINUM METALLIC
Designtex 100% viny! fabric, phthalate free	Designex 100% vinyi fabric. Dikhulate free	Designter 100% vnyt takrit. phthalate free	Designeer 100% viryl fabric, phthalate free				YIN STATE
							NOTES 2 locking Estric & 2 ML estris BIF MA Level 3, SCS Indoor Advantage " Gold
41°H X 20.5°D X 18°H	H-92 X D-51 X M-65	H-81 X Q-61 X M-65	44.5°W X 13°D X 26°H	.44°W X 39.5°D X 95°H 29.5°D	28'W × 50'H	18-W X 30'L X 30'H	size 48°DIA
4	-	-		-			TT

WHARE ROD CHAIR	MAIL BOX	CUSTODIAN OFFICE	PEDESTAL.	TASK CHUIR	илцтү таяце	WIRE ROD CHAIR	WASTE MANAGEMENI WASTE BUN - 23 GALLON
E				<b>Å</b> £		E	IMAGE
4 •	245	14G UT-1	S1:2		140 111	<u>s</u> r.5	MB-1
SitUnit Seating	Safto	M£0 Giobal Industrial	YMG	SitOn It Seating	MEG Global Industrial	SitOnit Seating	MfG Delamo
Sprout Chair	SRT4280CPG	ค.ศ. อภิมตา Interion	S Series	Herry	PRODUCT	Sprout Chair	PRODUCT Silm "Mo" Waste 2 Can B823
1181-F12-P5-ARD-SCIS-CGR-P9-FCIS-AC Durable and Smalle Shell + frame construction Armiess chair w/ Glides	Mailflow-to-Go Cabinet, Mail, No Doors, 30 Pockets	DESCRIPTION Neavy Dury Utitry Table	The AMU S Series Mubile Pedestal is the porfect storage solution for any office.	1203 BK HNB-MC2HLS-FCH-FG3-ARD-FATH-BC3-CHHC56-KU Hery, Midlack Task Chair: Mesh Back wAdi Lumbar, Swivel Tht, Height/Adjustable Arms		1181-F12-P5-ARD-SC18-CB4-PB-FCFAC Durable and simple shell + / rame construction Armicss chair w/ Giides	256.611010.N 252.62116n31iin "inn" waste can mude from commercial grade plastic. Include swing top lid fo green and grey waste can, include can/bottle fid for blue waste can.
Plastic	Standard	BACK NVA	VN	Midback Mesh	BACK NA	Atustic	BACK N/A
FC15 - Chrom	Standard		Standard	Hard Floor and Carpet Casters	Glide	FC1 - Black	IEG WA
FCUS - Cirrane (SCIS - Lagoon	i Pebble Gray	FINISH Gray Mebula	F1 - Platinum	Mesht, Nickel Uphold Rocci Seat	skulst Gray Alebula	SC18 - Sterling	FINGH Green, Rijue, Grey
¥N.	¥/N	IEXTILE I		Seat Color: Licorice Mr.: Sicholic Partern: Sugar	143/146	N/N	TEXTILE
include clear glides		NOTES		55tart Black Nylon Base Standard Cylinder	NOTES	include clear glides	NOIES REFER TO PLAN FOR LOCATION AND COLOR
	42 W × 80 H × 45 D	512E 1650" × 24" 1865" × 24"		D: 27 M: 20* H: 42* Seat Height: 21-29*	51X6 60° x 24 20.5 H		sizt 227 × 11° × 30°
-	-	017			Lo Lo		ату 28-

4	bh.
11.13" × 7.8" × 12.06"	23.25 x 12.38° x 9.31°
REFER TO PLAN FOR LOCATION AND COLOR	REFER TO PLAN FOR LOCATION
GREEN, BLUE, CREY	ALACK NO.
N/A	Casters
A/N.	M/M
Waste Backet 14-grant waste baskets with durable polypropylene plastic. 8855	Silm "Ma" Delly Silm "Mo" Delly, built-in steve that secures each container in place NVA 8803
Waste Backet 8055	Silan "Ma" Dally 8803
WB-2 Delamo	Delamo
WB-2	8
WASTE BASKETS - 14 OUDET	porty

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**Oakland Unified School District** 

# BID PACKAGE for purchase of Pre-K Classroom Furniture

# Bid No. 17126

## Re-Bid-Laurel Child Development Center Furniture Project

Bid Opening: August 28, 2023

Time: 2:00 p.m.

Place: 955 High Street Oakland, CA 94601

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. 17126

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#### **INVITATION FOR BIDS**

#### Bid No. <u>17126</u>

The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for **BID NO. 17126** for the award of a contract for purchase and delivery of Pre-K Classroom Furniture on or before <u>2:00 p.m., on August 28, 2023</u>, in the Division of Facilities, Planning, and Management of the Oakland Unified School District, 955 High Street, Oakland, CA 94601, at which time and place the bids will be opened and read in public.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Oakland Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after bidder's notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Oakland Unified School District. Bid forms, specifications and further information may be obtained from Juanita Hunter, Specialist Contract & Bids, in the Facilities Planning & Management Department, phone (510) 535-7044.

The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or informalities which may be legally waived.

Advertised (Public Contract Code §20112):

Dates: (1) August 9, 2023 (2) August 16, 2023

#### OAKLAND UNIFIED SCHOOL DISTRICT

#### PURCHASE SPECIFICATIONS

#### Bid No. <u>17126</u>

Oakland Unified School District (District) is seeking bids for purchase and delivery of <u>Pre-K</u> <u>Classroom Furniture.</u>

#### **QUESTIONS CONCERNING BID**

This document contains instructions and requirements, including the format in which responding bids must be submitted. Bidders are urged to carefully read all sections of the bid to insure that the scope of required items and responsibilities are fully understood.

Any questions, interpretations or clarifications, either administrative or technical, about this bid must be requested in writing. All written questions will be answered in writing and conveyed to all bidders. Oral statements concerning the meaning or intent of the contents of this bid by any person are unauthorized and invalid. All questions (technical, programmatic, or process) must be directed to:

<u>Juanita Hunter, Specialist Contracts & Bids</u>, Oakland Unified School District, 955 High Street, Oakland, CA 94601, telephone: (510)-535-7044, facsimile (510)-535-7040, e-mail: juanita.hunter@ousd.org.

#### SCHEDULE

Bids Due: August 28, 2023, on or before 2:00 p.m.

Anticipated Date of Board's Award of Contract: October 28, 2023

#### ITEMS BEING PURCHASED AND DELIVERED, AND DEADLINE

This bid is for purchase by, and delivery to, the OAKLAND UNIFIED SCHOOL DISTRICT (also referred to hereinafter in this document as the "District") of the items described in this bid package ("Items") by **January 1, 2024** in accordance with the District specifications noted in these bid documents.

The Board's award of the contract is anticipated on October 29, 2023, with a Notice of Award of Contract anticipated to be issued on or about October 30, 2023.

The successful bidder ("Vendor") shall deliver the Items by December 31, 2023. The Items are more particularly described, including quantities, in the "Description of the Items" document, included in this bid package.

#### LIQUIDATED DAMAGES

The items sought by this bid proposal must be delivered by Vendor in satisfactory condition to the location specified by the District in the bid package on or before delivery time as indicated in the bid package. Time is of the essence of the contract. The Vendor's failure to provide the items to the District by the delivery deadline shall subject the Vendor to liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each and every calendar day by which delivery is delayed beyond the delivery deadline.

Submission of a bid proposal constitutes the Vendor's promise to pay liquidated damages as set forth above and the Vendor's agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, Vendor agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages actually sustained by the Vendor's failure to delivery the Items by the delivery deadline.

If the Vendor becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the Vendor from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the Vendor's liability for liquidated damages, the Vendor and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

#### ALLOCATIONS

In the event the Vendor's supply of awarded items is reduced for reasons beyond its control to a level which prevents the supply of the District's requirements in full, the Vendor agrees to supply the District no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the District reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

Vendor shall not be liable for delays in delivery beyond the delivery deadline as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing, primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of the inability of the Vendor to obtain \_\_\_\_\_\_ from its usual sources of supply by reason of shortages of such products or other causes beyond the control of the Vendor.

The District may purchase the Items from other than the Contractor in the event of an emergency when the Contractor is not able to deliver the Items by the delivery deadline.

#### INVOICING AND DELIVERY RECEIPT REQUIREMENTS

Upon satisfactory delivery of the Items, Vendor shall invoice for them, and District shall pay the invoice within thirty (30) calendar days.

#### **CONTRACTOR'S RESPONSIBILITY**

The 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 the hours of 8:00 a.m. through 5:00 p.m. 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.

At the discretion of the District, if Vendor is unable or unwilling to meet the bid requirements, the bid will then default to the next lowest responsible bidder. Vendor will be given thirty (30) days written notification.

#### **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.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. To be valid and enforceable, such modification shall be in writing, signed and dated by Vendor, and approved by the District's governing board.

Any questions regarding this bid proposal may be referred to Pam Henderson, Project Manager, Oakland Unified School District, email: <u>pamila.henderson@ousd.org</u> ph: 1-925-353-6403.

#### **INSTRUCTIONS TO BIDDERS**

- 1. All proposals must be typed or written in ink. Corrections before submission may be made but must be initialed in ink by the person signing the proposal. No oral or telegraphic modification will be considered. Proposals cannot be changed after they have been received.
- 2. All proposals must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Proposals may be taken apart to fill in required blanks but must be reattached in order of page number.
- 3. The successful bidder ("Vendor") must be licensed or incorporated to do business in the State of California.
- 4. Bidders must be prepared to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in this proposal.
- 5. Bidders must quote prices F.O.B. Oakland Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. In the event of a conflict between the total bid price in the Bid Form and any other document submitted by the bidder, the Bid Form shall control.
- 6. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the Oakland Unified School District ("District") by the Vendor. All costs shall be included in the proposal.
- 7. Taxes shall NOT be included in the unit prices of the materials or the bid price, except that the bid price may include state and local sales and use taxes to be paid by the District. If such taxes are not included in the bid price, then Vendor shall pay any such taxes instead of District. Federal excise taxes are not applicable to school districts.
- 8. Any discount which the bidder desires to provide the District must be included in the bid price stated on the Bid Form. Offers of discounts or additional services not included in the bid price on the Bid Form will not be considered by the District in the determination of the lowest responsible bidder.
- 9. As a service provider to the District, the Vendor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

- 10. The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
- 11. The Vendor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of \$1,000,000, general aggregate, Excess Liability \$2,000,000, Automobile Liability combined single limit \$1,000,000, and Worker's Comp \$2,000,000, each occurrence, in the name of the District to adequately protect itself and the District against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by Vendor or by anyone directly or indirectly employed by Vendor.
- 12. The Vendor shall sign the contract with District within ten (10) days following the notification of award of the contract and acceptance of its bid, and shall be interpreted according to the laws of the State of California.
- 13. The proposal and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.
- 14. All bids must be submitted on the Bid Form and must be accompanied by a completed Bid Cover Sheet, Bid Bond, an executed Fingerprinting Notice and Acknowledgment, an Iran Contracting Act certification (if required by law; see the form), a Worker's Compensation Certificate, a Drug Free Workplace Certification, and a Local Business Participation Form.
- 15. The Agreement between District and Vendor shall be signed by the successful bidder in as many originals as the District deems necessary and returned within ten (10) days after award of the Contract or before delivery of the Items, whichever is earlier. With the signed Agreement, Vendor shall also return (a) the required additional insured and other endorsements, (b) a Buy American Certification, and (c) a Certification of Lack of Felony Convictions (see Exhibit B of the Fingerprinting Notice and Acknowledgment). If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.
- 16. The District reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid, and to waive any informalities and irregularities in this bid. The District reserves the right to award this bid by line item or in total whichever may be in the best interest of the District.
- 17. Bid must be submitted on the Bid Form provided by the District. All items on the Bid Form must be filled out. The completed form should be without interlineations, alterations or erasures.

- 18. Bid must be in a sealed envelope that is clearly marked "LAUREL CHILD DEVELOPMENT CENTER FURNITURE BID - Bid No. 17126" on the outside. The bid is to be mailed or delivered to Facilities Planning and Management Department, OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601, not later than August 28, 2023, at 2:00 p.m. The District reserves the right to open bids at that time or at a later time.
- 19. Bids must be in complete compliance with specifications and will be subject to inspection, interpretation and approval by the District. Any deviations shall be indicated on the Bid Forms.
- 20. The bid should be verified before submission, as bids cannot be withdrawn after opening. No bid can be corrected or altered or signed after being opened.
- 21. Bids may be withdrawn before opening.
- 22. The Contract will be awarded to the lowest responsive and responsible bidder.
- 23. All exceptions which are taken in response to this Contract must be stated clearly. The stating of exceptions, or the providing of false, incomplete or unresponsive statements in the bid, may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered.
- 24. Any questions relative to the bid should be directed to the <u>Juanita Hunter</u> or designee at the address specified for receipt of bid proposals.
- 25. Any addenda or bulleting issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.
- 26. Bid proposals must be accompanied with a certified cashier's check or bidder's bond for an amount not less than ten percent (10%) of the amount of the base bid. The check or bid bond shall be made payable to the order of the Oakland Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount may result in rejection of the bid.
- 27. The quantities shown are exact.
- 28. On request, samples of the products being bid shall be furnished to the District at no charge.

- 29. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish a material, product, thing or service of comparable quality or utility. HOWEVER, BIDDER MAY ONLY DO SO IF BIDDER REQUESTS SUBSTITUTION OF AN EQUAL ITEM AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE BID SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. If the District approves the substitution of an equal item, the District shall amend the bid package to allow all bidders to use that item. The District encourages alternate brands to be requested. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified. If the District does not amend the bid package to allow substitution of a requested item, then no bidder may so substitute.
- 30. A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be considered as non-compliance with that specific term.
- 31. The bidder must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
- 32. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- 33. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
- 34. In the event of litigation, the bid documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.
- 35. The items sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid package, and must be delivered on or before the delivery deadline as indicated in the bid package. Time is of the essence of the

contract. A bidder's failure to provide the items to the District by the delivery deadline shall subject the bidder to liquidated damages as described in this bid package.

- 36. Bidder agrees to extend the terms of the Contract to other political subdivisions, municipalities and tax supported agencies pursuant to Public Contract Code section 20118. Such governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Oakland Unified School District harmless. The successful bidder will invoice each such governmental body separately.
- 37. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the company name, address, telephone and fax number. This will ensure notification of any bid specification changes through addendum.

# DESCRIPTION OF THE ITEMS TO BE PURCHASED BY AND DELIVERED TO THE DISTRICT

ITEM	QUANTITY
See specifications attached	

#### Oakland Unified School District Contract for Laurel CDC Furniture -Purchase of Pre-K Classroom Furniture Bid No. 17126

## **Bid Form**

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of \_\_\_\_\_\_

, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Description of the Items, and all of the bid package documents for the proposed District purchase of the Items, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts, including all taxes, for the following amount:

#### AMOUNT OF BID:

\$\_\_\_\_\_ ( Dollars and /100)

This bid price will not be revoked for ninety (90) calendar days after bid opening.

Award of the Contract will be based on the lowest responsible bidder.

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_\_

(Name)

#### PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_\_

Re-Bid-Laurel Child Development Center Furniture {SR796530} Bid No. \_17126

13 OF 26

(Name)

General Partner

#### CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, 20\_\_\_

(*Name*) (Chairman, Pres., or Vice-Pres.)

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

#### OAKLAND UNIFIED SCHOOL DISTRICT

#### PURCHASE AGREEMENT

This Agreement is made this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Oakland Unified School District**, "District," and \_\_\_\_\_\_, "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 has received notice of an award pursuant to <u>Bid No. 17126</u> for the purchase and delivery of the items of equipment, materials, and supplies detailed in the bid package documents provided by the District ("Items").

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

1. <u>Delivery of Items</u>. Vendor agrees to deliver the Items to District at the following address: <u>3825 California Street, Oakland, CA</u>.

2. <u>Time of Commencement and Completion</u>. Vendor shall satisfactorily deliver the Items in full to the District no later than <u>January 1, 2024</u> ("Delivery Deadline"). Time is of the essence in this Contract.

3. <u>Contract Price</u>. District agrees to pay Vendor the price of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_) within thirty (30) calendar days following receipt of Vendor's invoice for the satisfactory delivery of the Items.

4. <u>Liquidated Damages</u>. If Vendor fails to satisfactorily delivery the Items by the Delivery Deadline, Vendor shall be liable for liquidated damages as provided in the Contract Documents (as defined below).

5. <u>Conformance to Contract Documents</u>. 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. <u>Indemnity</u>. 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.

7. <u>Transportation Charges</u>. 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.

8. <u>Inspection</u>. 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.

9. 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 \$1,000,000 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 selfinsurance 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.

10. <u>Independent Contractor Status</u>. 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.

11. <u>Taxes</u>. 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.

12. <u>Fingerprinting Notice and Acknowledgement</u>. 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.

13. <u>Tuberculosis Certification</u>. 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. X 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.  $\Box$  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.

14. <u>Confidential Information</u>. 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.

15. <u>Assignment/Successors and Assigns</u>. 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.

16. <u>Severability</u>. 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. <u>Amendments</u>. 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.

18. <u>Governing Law</u>. 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 <u>Alameda</u>, 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. <u>Written Notice</u>. 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.

20. <u>Compliance with Law</u>. 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.

21. <u>Non-Discrimination</u>. 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. <u>Liability of District</u>. 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. <u>Time</u>. Time is of the essence to this Agreement.

25. <u>Waiver</u>. 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. <u>Entire Agreement</u>. 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. <u>Execution of Other Documents</u>. 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. <u>Execution in Counterparts</u>. 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. <u>Warranty of Authority</u>. 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. <u>Local Business</u>. Vendor 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. <u>Forms</u>. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.
- The bid package issued by the District for the Contract, which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Specifications, the Description of the Items, the Bid Form, this Agreement, and all addenda.

32. <u>Mediation</u>. 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. <u>Safety Regulations</u>. 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

By

Preston Thomas, Chief Systems & Date Services Officer, Facilities Planning & Management

Signature	Date

[TITLE]

Vendor

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

#### **APPROVED AS TO FORM:**

OUSD Facilities Legal Counsel

Date

#### OAKLAND UNIFIED SCHOOL DISTRICT Division of Facilities Planning and Management 955 High Street Oakland, CA 94601

#### **BIDS MUST BE SEALED AND SUBMITTED TO:**

#### FRONT DESK 955 HIGH STREET OAKLAND, CA 94601

#### THIS COVER SHEET MUST BE ATTACHED TO THE FRONT OF YOUR BID ENVELOPE

Bid for: Re-Bid Laurel Child Development Center Furniture

Bid No.: 17126\_

**Bidder:** 

Please print full (Company Name, Address)

**Please provide both: (Phone, Fax)** 

Bids are due: 2:00 p.m. 28<sup>th</sup> day, August 2023

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

**RECEIVED BY:** 

# **BID BOND**

[Not Used]

#### FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

#### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (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).)

 $\{SR766794\}$ 

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

{SR766794}2

#### 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.

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- (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

 $\{SR766794\}4$ 

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.

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FINGERPRINTING NOTICE & ACKNOWLEDGING CERTIFICATE DOCUMENT 00 43 00

#### 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:	
Date of Entity's Contract with District:	
Scope of Entity's Contract with District:	

I,	<i>[insert name]</i> , am th	e [insert "owner" or officer
<i>title]</i> for	[in	sert name of business entity] ("Entity"), which
entered a contract on	, 2	0, with the District for

I certify that (1) 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: , 20

Signature	e:	 
Typed Na	ame:	
Title:		
Entity:		

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### **IRAN CONTRACTING ACT CERTIFICATION**

[Not Used]

#### WORKERS' COMPENSATION CERTIFICATE

[attach form]

#### WORKERS' COMPENSATION CERTIFICATE DOCUMENT 00 40 05

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.

Name of Contractor

Signature

Print Name

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.)

OAKLAND UNIFIED SCHOOL DISTRICT Re-Bid Laurel Child Development Center Furniture Project No. 17126 WORKER'S COMPENSATION CERTIFICATION DOCUMENT 00 40 05

1

#### DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

#### DRUG-FREE WORKPLACE CERTIFICATION DOCUMENT 00 42 00

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.* 

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Print Name

Date

Signature

DRUG FREE WORKPLACE CERTIFICATION DOCUMENT 00 42 00

# **Project # 1120 - 0090 Laurel Child Development Center**

# **Furniture Specifications**

Date : 02/01/2023

\*ALL FURNITURE FINISHES & QUANTITIES TO BE VERIFIED WITH THE SCHOOL DISTRICT\*

PRESCHOOL CLASSROOM	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	BASE/LEG	FINISH	TEXTILE	NOTES	SIZE(WXDXH	QTY
HALF-MOON TABLE		MT-1	Smith System	ELHAMO	Elemental Half Moon Table with #17577 casters	N/A	EA - Adjestable Height	Surface: New Adge Oak Edge Color: Cerulean Leg Color: Platinum Caster Color: Platinum	N/A	Adjustable height legs adjust from 21.5" to 35.5" when paired with casters.	D: 36" W: 72" H: 21.5" - 35.5"h (w/ casters)	
STUDENT STACK SEATING	1	SE-1	Smith System	11846	Flavors 12" Stack Chair	Standard	Standard	Shell Color: Apple (12), Blueberry (12) Frame: Platinum	/ N/A	Provide at least (2) different SHELL color finishes.	D: 14.5" W: 15" H: 12"	2
OODLE ACTIVE SEATING		SE-2	Smith System	00DLE31	Oodle 3 Stool Sections + 1 Rocker Base w/ felt pad	N/A	N/A	Shell Color: Apple (2), Blueberry (2), Platinum (2), Orange (2)	N/A	Totaol of 24 Oodle stools. Provide at min. (2) different SHELL color finishes if not all.	D: 17" W: 17" H: 18.5"	
TEACHER'S CHAIR		CH-3	SitOnIt Seating	Hexy	1203 BK1-MB-MC29-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback, Task Chair, Mesh Back w/Adj Lumbar, Swivel Tilt, Height/Adjustable Arms	Midback Mesh	Hard Floor and Carpet Casters	Mesh: Ocean Upholstered Seat	Seat Color: Dust Mfr.: SitOnIt Pattern: Dynamic	5-Start White Nylon Base Standard Cylinder	D: 27" W: 20" H: 42" Seat Height: 21"-29"	
DINING TABLE & CHAIRS	MAR	WT-1 WC-1	Community Playthings	C242	Rectangular Woodcrest Table 16" and Four Chairs 8" set	Solid Wood	Solid Wood	Solid Wood - Maple	N/A	Solid 1‰" maple table top, with smoothly rounded edges. Exceptionally sturdy and wobble-free solid maple legs.	Table: W: 22" L: 30" H: 16" Chair: H: 8"	
OPEN BACK SHELF		OS-1	Community Playthings	F444	Montessori open back shelving allows access of materials from both sides.	N/A	Standard	Solid Wood - Maple	N/A		W: 14.5" L: 48" H: 28"	
OPEN SWEEP SHELF		0S-2	Community Playthings	F413	Montessori open sweep shelving allows access of materials from both sides.	N/A	StandARD	Solid Wood - Maple	N/A		L: 48" H: 28"	



# multistudio

			<b>F</b> 77 <b>F</b>		N1/A			N1/A	
LIBRARY RACK	LR-1	Community Playthings	F775	There's generous book storage on this 32" high shelf with display shelves right at a child's eye level. Big books are visible from both sides of the rack. Flip up the hidden wheels to move the shelf, flip down for a perfectly stationary shelf.		Standard	Solid Wood - Maple	N/A	W: 14.5" 4 L: 36" H: 32"
ART SUPPLY STORAGE / WRITER'S STATION	AS-1	Community Playthings	H558	Help Yourslef Trolley w/ Baskets	N/A	Caster	Solid Wood - Maple		With generous storage space       W: 20"       4         and sturdy 3" locking casters,       L: 36"       L: 36"         this unit is a portable art       H: 32"       5         storage center. Slanted paper       Slots allow for a range of paper       5         sizes. A variety of totes and       cups hold craft materials with       4         a dowel for ribbon and tape.       4
PRESCHOOL CUBBY	CB-1	Community Playthings	A254	Compact Toddler Cubby 6 with compact baskets	Standard	Standard	Solid Wood - Maple	N/A	Cubby width: 7 ¼"       W: 14.5"       16         Full width dividers between cubbies have plastic hooks on both sides.       H: 40"       H: 40"         2 hooks per cubby 31" to top of hook from floor       H: 40"       H: 40"
DREAM CUBE	DC-1	Jointi-Craft		Reading, studying, and relaxing nook. Double-sided write-nOwipe surfaces on the sides. Key lime green cushions and angled back rests that make the space easy to clean, ergonomic, and comfortable.	N/A	N/A	Solid Wood - Maple	N/A	W: 48" 4 L: 37.5" H: 46.5"
BENCH WITH CUSHION	SE-5	Jointi-Craft	90936JC	Bench with (5) sectional storage below. Include easy to clean vinyl key lime cushion on top.			Solid Wood	Vinyl (Cushion)	W: 15" 8 L: 48" H: 16"
SEE THRU SENSORY TABLE	WT-2	Jointi-Craft		Provide ultimate splash control just for toddlers with this clear, tough, 9" deep acrylic tub. Great for teaching lessons such as floating versus sinking. Bottom drain valve makes clean up a snap. Matching see-thru acrylic activity cover included.					Toddler Height 20" W: 37.5" 4 D: 23" H: 19.5"

SENSORY TABLE MAT		MA-1	Jointi-Craft	8430JC	Sensory Table Mats are designed to keep floors clean, safe and dry. Mats absorb spills and provide waterproof floor protection. Non-slip bonded backing keeps mat in place. Soft, non-woven fabric is super absorbent, stain resistant, machine washable and dryable. Most spills dry overnight.						W: 72" D: 54" H: 0.1"	4
SEAT CUSHIONS		SE-3	Gressco/HABA		Reading Seat Cushions, 4-piece set	N/A		Orange, Yellow, Green & Blue Cushions	Synthetic leather cover	Stable foam insert for high seating comfort; No slipping due to anti-slip bottom; Robust synthetic leather cover; Hygienic, can be easily wiped off	2"H x 11%"Dia	8
BEAN BAG	6	SE-4	Gressco/HABA	356486 + 356485	Grow up Pebble Bean Bag Chair in size large and small set. Offers a comfortable place to sit, lie down, relax or play on.	N/A	N/A	Standard	Standard		356485 - 19¾"W x 18¼"D 356486 - 29¾"W x 28½"D	4
RECTANGULAR AREA RUG		RU-2	Joy Carpets	String Along #2058	Combining modern geometrics and on-trend colors, these attractive rugs add an extra dimension to common areas and seamlessly compliment the specialized décor of today's collaborative spaces.	SoftFlex	N/A	01 - Citrus	Fiber: Premium WearOn Nylon	(24) defined seating pattern on the carpet. Colors to be within design concept. Carpet to have "CRI Green Label Plus" Certificate.		4
RECTANGULAR AREA RUG (ALT)		RU-2A	Joy Carpets	Circle Back #1857	Combining modern geometrics and on-trend colors, these attractive rugs add an extra dimension to common areas and seamlessly compliment the specialized décor of today's collaborative spaces.	SoftFlex	N/A	05 - Citrus	Fiber: Premium WearOn Nylon	(24) defined seating pattern on the carpet. Colors to be within design concept. Carpet to have "CRI Green Label Plus" Certificate.		4
ROUND GRASS RUG		RU-3	Joy Carpets	GreenSpace #624 - Round	Comfortable, casual, and low-maintenance, this vibrant and versatile artificial grass rug can be used anywhere! Equally capable indoors or out, GreenSpace™ is available in shapes and sizes that will coordinate with a wide range of classroom décor.	Synthetic Latex		Green Grass	Fiber: 80% Polyethylene, 20% Polypropylene	Carpet to have "CRI Green Label Plus" Certificate.	E- 7'-6" Round	4

BATH MAT		MA-2	West Elm		SUPER ABSORBENT, STAIN RESISTANT, MACHINE WASHABLE & DRYABLE MAT WITH NON-SLIP BACKING.	N/A	NON-SLIP RUBBER BASE	AS SHOWN	100% COTTON		20"W X 34" L	4
ENTRY MAT		MA-3	RUGGABLE		2 PIECE SYSTEM DOORMAT WITH INTERCHANGEABLE DOORMAT COVER AND RUBBER MAT.	N/A	NON-SLIP RUBBER BASE			MACHINE WASHABLE. HEAVY DUTY BRISTLE;	36"W X 4" D X 1/2"H	8
FAMILY RESOURCES CENTER FOLDABLE TABLE		TAG TB-1	MFG Smith System			BACK N/A		FINISH Surface: New Age Oak Edge: Platinum Legset Color: Platinum	TEXTILE		SIZE 60"W X 24"D X 29"- 40"H	ατγ
SIMPLE CHAIR		SC-1	Steelcase	Simple Chair	Stackable simple chair with back and seat cushion. Milk Textured Frame (7041)	Cushion	Standard		Pattern: BIRDSEYE Color: Camel, Carolina, Green Sprout	Stain Repellent	20"W X 20"D X 32"H	12
ROCKER OTT		RK-1	Norva Nival		Designed with one flat side, RockerOtt encourages movement and fidget naturally. A great seating solution for students that have a difficult time staying still in a classroom.			Mixed of below color conbinations: Savor, Sprout, Carbon, Gilded	Vanguard CV - Vinyl		18"W x 16"D x 14"H	4
SOFT ROCKER	-	RK-2	Smith System		Great ergonomics make this chair a rock star of comfort. The high density foam core provides the right amount of relaxing give, while a compact, hardwood frame ensures a sturdy sit. Soft Rocker is designed for all rock and no roll.			Color: Pistachio, Apricot	Designtex 100% vinyl fabric, phthalate free.		20.5"W X 26"D X 26"H	2
GRASSY DOME		DM-1	Norva Nival		The GrassyOtt will be some of the most in-demand seating in your classroom, library or shared learning space. Ideal for encouraging concentration in tactile learners. Can be used on its reverse side as a work surface.			Standard			24"W X 24"D X 19"H	1

				le		11/4					
CLOUND TABLE	FJI	TB-2	Norva Nival		Writable table that is ideal tool for creative brainstorming and discussion. The unique design enables each student to actively participate.	N/A		Surface Finish – writable white Edgebanding Finish – Natural Ash Leg: White			39"W X 69"L X 1 29.5"H
CUBBY CABINETS		ST-3	Smith System	Cascade	Combination of Mega-Case featuring 6 cubby compartments and Mega Cabinet featuring 9 cubby compartments.	- Standard		Powder Coat: Apple + Bluberry Frame: Platinum Handle: Platinum			43"W X 19"D X 30"H 2 43"W X 19"D X 43"H
JELLYBEAN GRASS RUG		RU-1	Joy Carpets		Comfortable, casual, and low-maintenance, this vibrant and versatile artificial grass rug can be used anywhere! Equally capable indoors or out, GreenSpace™ is available in shapes and sizes that will coordinate with a wide range of classroom décor.	Synthetic Latex		Green Grass	Fiber: 80% Polyethylene, 20% Polypropylene	Carpet to have "CRI Green Label Plus" Certificate.	SS - 12'X9' JellyBean 1
CONFERENCE ROOM	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
CONFERENCE TABLE		TB-3	Steelcase		CWFS60 - Table-Square, Flat edge profile, Wood, 60D x 60W Accessories: Grommets, 1 Power unit with cover. (Corian finishes) Metalic paint trim finish.		N/A				1
CONFERENCE TABLE BASE		BA-1	Steelcase	Convene	CWCIRC36 - Base-Table, Circular, Drum, Recessed toe kick, Contemporary, 36D x 36W x 27 1/2H Brushed aluminum foot	N/A	Aluminum	Wood surface Metalic paint trim Brushed Aluminum Foot	N/A		1
CONFERENCE CHAIR		CH-2	SitOnIt Seating	Hexy	1203 BK1-MB-MC23-US-FC12-FG3-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback, Task Chair, Mesh Back w/Adj Lumbar, Swivel Tilt, Height/Adjustable Arms	Midback Mesh	Hard Floor and Carpet Casters	Upholstered Seat		5-Start White Nylon Base Standard Cylinder	D: 27" 6 W: 20" H: 42" Seat Height: 21"-29"
PRINCIPAL'S OFFICE	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	BACK	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
DESK	L L.	TB-4	AMQ		Adjustable height workstation	N/A			N/A		24X60 1
PEDESTAL		ST-1	AMQ	S Series	The AMQ S-Series Mobile Pedestal is the perfect storage solution for any office.	N/A	Standard	F2 - White		10 YEARS WARRENTY, BIFMA X5.5-2014 INDOOR ADVANTAGE GOLD	12"W X 23"D X19.7"H 1

	I D_1	Steelcase	Padial	I ED Padial Deskton	N/A	N/A	Silver	N/A		
		Stellase	Kaulai			N/A	JIIVEI	N/A		
	CH-1	SitOnIt Seating	Неху	1203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback, Task Chair, Mesh Back w/Adj Lumbar, Swivel Tilt, Height/Adjustable Arms	Midback Mesh	Hard Floor and Carpet Casters	Mesh: Apple Upholstered Seat	Seat Color: Leaf Mfr.: SitOnIt Pattern: Dynamic	5-Start White Nylon Base Standard Cylinder	D: 27" 1 W: 20" H: 42" Seat Height: 21"-29"
	SC-2	Steelcase			Cushion	Standard	Standard fabric	Color: Camel 4142/103 Pattern: BIRDSEYE	Stain Repellent	D: 19 %" 1 W: 19 %" H: 31 8/9" Seat Height: 17 5/7"
	SS-1	HON	10500 Series	Natural wood finish, 5 shelves, 36" wide bookshelf	Standard	Standard	Natual Maple Finish	N/A		D: 13" 1 W: 36" H: 70"
	TAG	MEG	PRODUCT	DESCRIPTION	BACK	IFG	FINISH	ТЕХТІІ Е	NOTES	SIZE QTY
	LC-1	Steelcase	Jenny TS31413	Jenny Low chairs are available in Club and Round. They have an adjusted seat angle, and lowered height to align for work at lounge posture.	N/A					36"W X 32"D X 28"H 1
	OT-1	Steelcase	TS34403	any size. With a low profile perfect for casual and collaborative spaces,	N/A	Round wood legs	Leg: Solid Maple	Color: Camel 4142/103 Pattern: BIRDSEYE	BIFMA Compliant, BIFMA Level 1, SCS Indoor Advantage <sup>™</sup> Gold	D: 24" 1 W: 24" H: 18" Seat Height: 16"
I	CT-1	West Elm	WEM8	The West Elm Work Linear C-Table is the perfect mobile, makeshift workplace with a cantilever construction that slips easily under chairs and sofas.	N/A	Hot-Rolled Steel	Natural Oak	N/A		D: 13" 1 W: 24" H: 25"
	LC-2	West Elm	Modern Lounger	Ultimate lounge pad with sink-right-in comfort. Soft, durable cover comes pre-filled. Made with recycled materials.			Twill, Gravel	100% polyester.		32"w x 31"d x 25"h 1
		Image: Chinage of the second secon	Image: Characterization of the set of t	Image: CH-1     SitOnIt Seating     Hexy       Image: CH-1     SitOnIt Seating     Hexy       Image: CH-1     SitOnIt Seating     Hexy       Image: CH-1     Steelcase     Simple Chair       Image: CH-1     Steelcase     Simple Chair       Image: CH-1     HON     10500 Series       Image: CH-1     HON     10500 Series       Image: CH-1     Steelcase     Jenny TS31413       Image: CH-1     Steelcase     Jenny TS31413       Image: CH-1     Steelcase     Alight TS34403       Image: CH-1     Steelcase     Alight TS34403       Image: CH-1     West Elm     WEM8       Image: CH-1     West Elm     West Elm	Image: CH-1       SitOnit Seating       Hexy       T203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback. Task Chair, Mesh Back w/Adj Lumbar, Swivel Tit, Height/Adjustable Arms         Image: CH-1       SitOnit Seating       Hexy       T203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback. Task Chair, Mesh Back w/Adj Lumbar, Swivel Tit, Height/Adjustable Arms         Image: CH-1       Steelcase       Simple Chair       Stackable simple chair with back and seat cushion. Milk Testured Frame (7041)         Image: Chair       S5-1       HON       10500 Series       Natural wood finish, 5 shelves, 36' wide bookshelf         Image: Chair       S5-1       HON       10500 Series       Natural wood finish, 5 shelves, 36' wide bookshelf         Image: Chair       Image: Chair Stell       Steelcase       Image: Chair Stell       Image: Chair Stell         Image: Chair       Image: Chair Stell       Steelcase       Image: Chair Stell       Image: Chair Stell         Image: Chair Stell       Image: Chair Stell       Steelcase       Alight offers stylish, impromptu seating that flexes to support teams of any size. With a low profile perfect for casual and collaborative spaces, Alight sets the stage for creativity in a relaxed environment.         Image: Chair Steelcase       Image: Chair Stell       The West Elm Work Linear C-Table is the perfect mobile, makeshift workplace with a cantile cover construction that slips easily under chairs and sofse.         Image: Chair Ste	Image: Section of the section of t	Image: Standard S	Mode       CH-1       Stituli Scating       New       PD3 BK1-M5 ArC 314 57 CT 2 F02-304 7-81 HBCS CH1-S5 HD       Mellack       Heef Floar       Heef Floar       Heef Floar       Heef Floar       Heef Floar       Heef Floar       C Crait       Ubbilistered Seat         Image: Source 11, Heigh Mark       State 12, State 12, State 14, Heave Middack, Tak Obar, Mark Bick And Seat cashion, Milk Textured       Neth       Meln       Arc C Crait       Ubbilistered Seat         Image: Source 11, Heigh Mark       State 12, State 13, State 14, Heave Middack, Tak Obar, Mark Back and seat cashion, Milk Textured       Cashion       Standard       Standard fabric         Image: Source 11, Heigh Mark       State 14, Heave Middack, Tak Obar, Mark Back and seat cashion, Milk Textured       Cashion       Standard fabric         Image: Source 11, Heigh Mark       Heave Middack, Tak Obar, Mark Back and seat cashion, Milk Textured       Cashion       Standard       Natural Wapie Finish         Image: Source 11, Heigh Mark       Heave Middack, Tak Obar, Mark Back and seat cashion, Milk Textured       Standard       Natural Mapie Finish         Image: Source 11, Heigh Mark       Heave Mark       Heave Mark       Heave Mark       Heave Mark         Image: Source 11, Heigh Mark       Heave Mark       Heave Mark       Heave Mark       Heave Mark       Heave Mark         Image: Source 11, Heigh Mark       Heave Mark       H	Note       Too       MO       PRODUCT       DESCRIPTION       More and Captor       Result And Provide Standard       More and Captor       More	Image: Section Constraints       Note       Proof Section Constraints       Note: Applic Section Constraints       Sectin Co

RECTANGLE TABLE		TB-5	Steelcase	Simple Table TS4WREC	Working height rectangle table.	N/A	Column Leg	Surface Finish – Woodgrain LPL - CLEAR OAK Base: Smooth Metallic 4799 -	N/A	BIFMA Level 3, SCS Indoor Advantage <sup>™</sup> Gold	24"X54" 1
								PLATINUM METALLIC			
SIMPLE CHAIR		SC-3	Steelcase	Simple Chair	Stackable simple chair with back and seat cushion. Milk Textured Frame (7041)	Cushion	Standard	Standard fabric	Color: Camel 4142/103 Pattern: BIRDSEYE	Stain Repellent	D: 19 ¾" 2 W: 19 ¾" H: 31 8/9" Seat Height: 17 5/7"
WOOD BENCH	] ]	BH-1	Blu Dot	Branch Bench	Sculptural powder-coated steel legs handsomely prop up solid wire- brushed oak bench.	N/A	Steel	Oak / Grey			60"w x 16"d x 18"h 1
LINEN PILLOW		PL-1	West Elm	Pillow	Two tone chuncky linen pillow cover with pillow inserts. Two-tone yarns create unique coloring.	N/A	N/A	Colors: Copper, Light Silver Pine, Natural	Front: 100% linen. Back: 100% cotton. Pattern on front; solid on reverse.		20"x20" 3
RECEPTION	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
TASK CHAIR		CH-1	SitOnIt Seating	Неху	1203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback, Task Chair, Mesh Back w/Adj Lumbar, Swivel Tilt, Height/Adjustable Arms	Midback Mesh	Hard Floor and Carpet Casters	Mesh: Apple Upholstered Seat	Seat Color: Leaf Mfr.: SitOnIt Pattern: Dynamic	5-Start White Nylon Base Standard Cylinder	D: 27" 1 W: 20" H: 42" Seat Height: 21"-29"
PEDESTAL		ST-1	AMQ	S Series	The AMQ S-Series Mobile Pedestal is the perfect storage solution for any office.	N/A	Casters	F2 - White			1
FOLDABLE CHAIR		FC-1	Real Rooms	The Flower	The foldable flip chair features a 5-in-1 convertible design that transforms into a lounger, seat, bed, and sleeper with headrest by simply attaching or detaching the Velcro fasteners. Kids Play Couch Flip Out Chair with Removable Cover	Standard	N/A	Blue	Microfiber	Include stain and water- resistant cover listed below.	30"W X 23.5"D X28"H
REST MAT		RM-1	Community Playthings	M65 + S15	Foldable, Waterproof, and Stain resistant Mat w/ Rest Time Blanket.	N/A	N/A	1" thick foam padding covered by polyester fabric with a thin urethane coating. PVC free	Stain and water-resistant fabric.		W: 25" 1 L: 52" H: 1"

BEAN BENCH - SAMLL		FF-1	Smith System	Flowform 55002	Flowform Soft Seating from Smith System <sup>®</sup> helps create unique collaborative interaction spaces for kids of all ages.	N/A	N/A	ColorsL Apple, Apricot, Mediterranean, Limoncello	Designtex 100% vinyl fabric, phthalate free	41"W X 20.5"D X 18"H
CURVED DIVIDER		FF-2	Smith System	Flowform 55005	The Curved Bench Divider pairs to the Bean Bench to create a 26" high barrier when students need to divide and conquer.	N/A	N/A	Colors: Apricot	Designtex 100% vinyl fabric, phthalate free	59"W X 19"D X 26"H
STRAIGHT BENCH		FF-3	Smith System	Flowform 55004	Flowform Soft Seating from Smith System <sup>*</sup> helps create unique collaborative interaction spaces for kids of all ages.	N/A	N/A	Colors: Apricot	Designtex 100% vinyl fabric, phthalate free	59"W X 19"D X 18"H
STRAIGHT DIVIDER		FF-4	Smith System	Flowform 55006	The Straght Bench Divider pairs to the Bean Bench to create a 26" high barrier when students need to divide and conquer.	N/A	N/A	Colors: Mediterranean	Designtex 100% vinyl fabric, phthalate free	44.5"W X 13"D X 26"H
REESTANDING TREE	Ŵ	TR-1	TMC	Freestanding Tree	Arbor Tree with white steel base. As a stand-alone or forest, these 95" tall trees add an inviting quality to any space. LPATS404495		White Steel	Finish: Clear Maple		44"W X 39.5"D X 95"H
POTTED PALM TREE		TR-2	West Elm	Faux Tree	Faux potted Fan Palm Tree					28"W x 50"H
COMPOST CART		CT-1	Global Industrial	Luxor	Luxor Wire Transport Cart, 400 lb. Capacity, 30"L x 18"W x 30"H, Silver	Standard	Standard	Silver		18"W X 30"L X 30"H
STAFF WORKROOM	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	LEG	FINISH	TEXTILE NOTES	SIZE
WORKING HEIGHT TABLE	Τ	TB-6	Steelcase	Simple Table TS4WRD	Working height round table w/ single base.	N/A	Post Leg	Surface Finish – Acrilic White Base: Smooth Metallic 4799 - PLATINUM METALLIC		strs & 2 NL cstrs 48" DIA. el 3, SCS Indoor ™ Gold

WIRE ROD CHAIR	R	SC-4	SitOnIt Seating	Sprout Chair	1181-FT2-PS-ARO-SC15-CGR-PB-FC15-AC Durable and simple shell + frame construction Armless chair w/ Glides	Plastic	FC15 - Chrome	SC15 - Lagoon	N/A	include clear glides	
MAIL BOX		SS-2	Safco	SRT4280CPG	Mailflow-to-Go Cabinet, Mail, No Doors, 30 Pockets	Standard	Standard	Pebble Gray	N/A		42"W x 80"H x 16"D 1
CUSTODIAN OFFICE	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	BACK	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
UTILITY TABLE			Global Industrial		Heavy Duty Utility Table	N/A		Gray Nebula		NOILS	60" x 24"
		01-1		Interiori		IN/A	unde				28.5"H
PEDESTAL		ST-2	AMQ	S Series	The AMQ S-Series Mobile Pedestal is the perfect storage solution for any office.	N/A	Standard	F1 - Platinum			1
TASK CHAIR		CH-4	SitOnIt Seating	Неху	1203 BK1-MB-MC21-US-FC1-FG3-AR4-T-BT1-BC3-CH1-CS6-KD Hexy, Midback, Task Chair, Mesh Back w/Adj Lumbar, Swivel Tilt, Height/Adjustable Arms	Midback Mesh		Mesh: Nickel Upholstered Seat	Seat Color: Licorice Mfr.: SitOnIt Pattern: Sugar	5-Start Black Nylon Base Standard Cylinder	D: 27" 1 W: 20" H: 42" Seat Height: 21"-29"
KITCHEN	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
UTILITY TABLE			Global Industrial			N/A		Gray Nebula			60" x 24" 1 28.5"Н
WIRE ROD CHAIR	F	SC-5	SitOnIt Seating	Sprout Chair	1181-FT2-PS-AR0-SC18-CGR-PB-FC1-AC Durable and simple shell + frame construction Armless chair w/ Glides	Plastic	FC1 - Black	SC18 - Sterling	N/A	include clear glides	
WASTE MANAGEMENT	IMAGE	TAG	MFG	PRODUCT	DESCRIPTION	ВАСК	LEG	FINISH	TEXTILE	NOTES	SIZE QTY
WASTE BIN - 23 GALLON		WB-1	Delamo	Can	23-gallon slim "mo" waste can made from commercial grade plastic. Include swing top lid fo green and grey waste can; include can/bottle lid for blue waste can.	N/A		GREEN, BLUE, GREY		REFER TO PLAN FOR LOCATION AND COLOR	22" x 11" x 30" 28

WASTE BASKETS - 14 QUART	WB-2	Delamo	Waste Basket 8855	14-quart waste baskets with durable polypropylene plastic.	N/A	N/A	REFER TO PLAN FOR LOCATION AND COLOR	11.13" x 7.81" x 12.06"
DOLLY	D0-1	Delamo	Slim "Mo" Dolly 8803	Slim "Mo"Dolly, built-in sleeve that secures each container in place	N/A	Casters	REFER TO PLAN FOR LOCATION	23.25" x 12.38" x 9.31"



# FURNITURE PACKAGE LAUREL CHILD DEVELOPMENT CENTER

Prepared for Oakland USD FEBRUARY 01, 2023

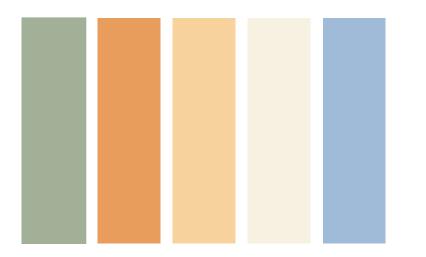


# multistudio



#### **TEXTILE AND FINISH COLOR PALETTE**

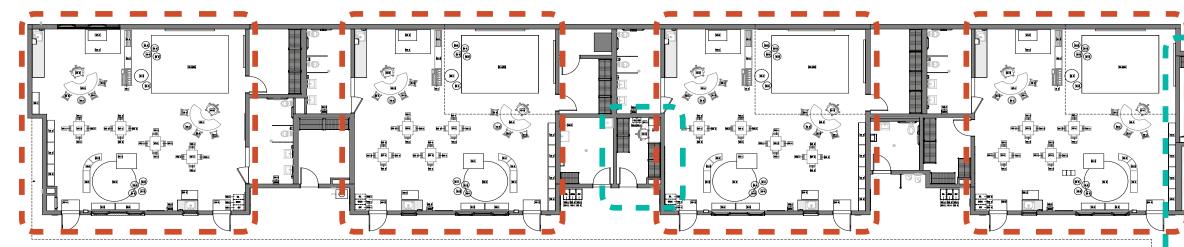
MATERIAL PALETTE





### **MATERIAL & COLOR PALETTE**





### **FURNITURE PLAN**

#### SHARED SPACES:

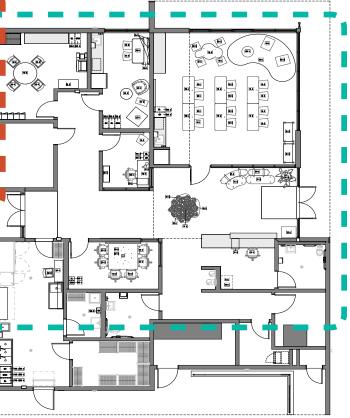
#### **CLASSROOMS**:

LOBBY/RECEPTION	CLASSROOM
FAMILY RESOURCES CENTER	CLASSROOM
CONFERENCE ROOM	CLASSROOM
PRINCIPAL'S OFFICE	CLASSROOM
STAFF WELLNESS ROOM	
STAFF WORKROOM	
KITCHEN	
CUSTODIAN OFFICE	

)M #1 M #2 IM #3

M #4

Multtistudio

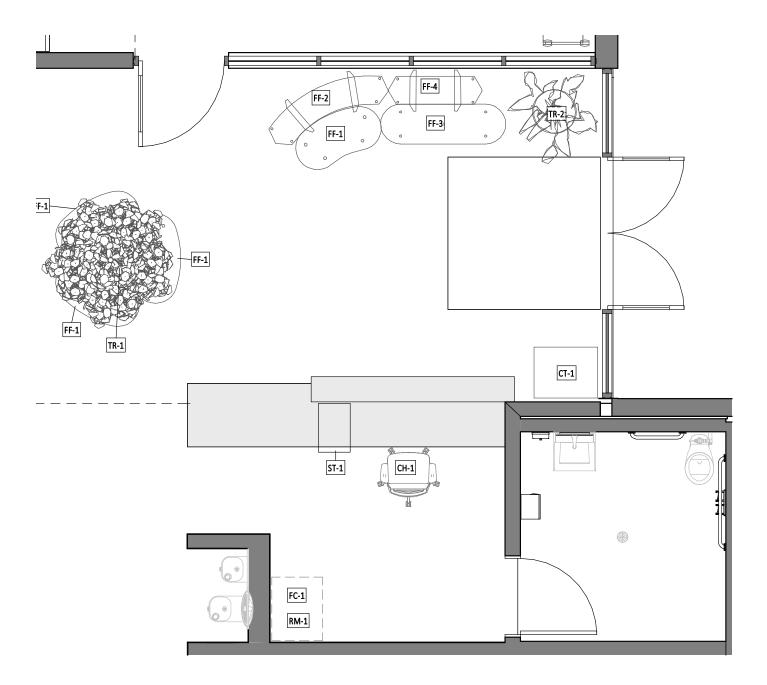




### FURNITURE SPECIFICATION

#### SHARED SPACES:

- 1 LOBBY/RECEPTION
- 2 FAMILY RESOURCES CENTER
- 3 CONFERENCE ROOM
- 4 PRINCIPAL'S OFFICE
- 5 STAFF WELLNESS ROOM
- 6 STAFF WORKROOM
- 7 KITCHEN
- 8 CUSTODIAN OFFICE



### **FURNITURE SPECIFICATION**

#### **RECEPTION DESK:**

#### LOBBY AREA:

- CH-1 TASK CHAIR
- ST-1 PEDESTAL
- FC-1 FOLDABLE CHAIR & LOUNGER BED
- RM-1 REST MAT

- FF-1 BEAN BENCH SMALL
- FF-2 CURVED DIVIDER
- FF-3 STRAIGHT BENCH
- **FF-4** STRAIGHT DIVIDER
- TR-1 FREESTANDING TREE
- TR-2 POTTED PALM TREE
- CT-1 "FOOD SHARING" CART

## **ITEM TAG: CH-1**

### DESCRIPTION

MID BACK TASK CHAIR WITH ADJUSTABLE ARMS

QUANTITY: 2 LOCATIONS:

RECEPTION, PRINCIPAL'S OFFICE **SEE FURNITURE PLANS** 

### **SPECIFICATION**

MANUFACTURER: SIT ON IT

PRODUCT: HEXY TASK CHAIR

DIMENSIONS: 20"W X 27"D X 42"H

FRAME: WHITE BASE: 5-START WHITE NYLON TEXTILE: DYNAMIC FINISH: UPHOLSTERER SEAT COLOR: LEAF MESH COLOR: APPLE

NOTES: HARD FLOOR/ CARPET CASTERS

GREENGUARD GOLD CERTIFIED LIFETIME WARRANTY



1203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD

# ITEM TAG: ST-1

### DESCRIPTION

THE AMQ S-SERIES MOBILE PEDESTAL STORAGE IN COLOR WHITE.

QUANTITY: 2 LOCATIONS:

RECEPTION, PRINCIPAL'S OFFICE **SEE FURNITURE PLANS** 

### **SPECIFICATION**

MANUFACTURER: AMQ

**PRODUCT:** S-SERIES SLIM PEDESTAL

DIMENSIONS: 12"W X 23"D X 19.7"H

FRAME: POWDER COATED WHITE BASE: CASTORS TEXTILE: N/A FINISH: N/A

NOTES: 10 YEARS WARRANTY, BIFMA X5.5-2014 INDOOR ADVANTAGE GOLD



#### DESCRIPTION

FOLDABLE FLIP CHAIR WITH REMOVABLE COVER

QUANTITY: 1 LOCATIONS:

RECEPTION SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: REAL ROOMS

**PRODUCT:** THE FLOWER FOLDABLE CHAIR

DIMENSIONS: 30"W X 23.5"D X 28"H

FRAME: N/A BASE: N/A TEXTILE: MICROFIBER FINISH: DARK GRAY

NOTES: PROVIDE STAIN AND WATER-RESISTANT COVER

UL GREENGUARD GOLD CERTIFIED



## ITEM TAG: RM-1

#### DESCRIPTION

FOLDABLE, WATERPROOF, & STAIN RESISTANT MAT W/ FITTED SHEET & BLANKET.

QUANTITY: 1 LOCATIONS:

RECEPTION SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: REST MAT (M65+S15+S12)

DIMENSIONS: 25"W X 52"L X 1"H

FRAME: N/A BASE: N/A TEXTILE: POLYESTER W/ URETHANE FINISH: LIME GREEN

NOTES: COVER TO BE STAIN & WATER RESISTANT. INCLUDE FITTED SHEET & BLANKET.

> INDOOR ADVANTAGE GOLD CERTIFIED 10-YEAR WARRANTY

#### DESCRIPTION

CURVED BEAN BENCH - SMALL

QUANTITY: 4 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: FLOWFORM (55002)

DIMENSIONS: 41"W X 20.5"D X 18"H

FRAME: N/A BASE: N/A TEXTILE: DESIGNTEX 100% VINYL FINISH: APPLE, APRICOT, MEDITERRANEAN, LIMONCELLO

NOTES: PHTHALATE FREE FABRIC



#### DESCRIPTION

CURVED DIVIDER

QUANTITY: 1 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: FLOWFORM (55005)

DIMENSIONS: 59"W X 19"D X 26"H

FRAME: N/A BASE: N/A TEXTILE: DESIGNTEX 100% VINYL FINISH: APRICOT

NOTES: PHTHALATE FREE FABRIC



#### DESCRIPTION

STRAIGHT BENCH - SMALL

QUANTITY: 1 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: FLOWFORM (55004)

DIMENSIONS: 59"W X 19"D X 18"H

FRAME: N/A BASE: N/A TEXTILE: DESIGNTEX 100% VINYL FINISH: APRICOT

NOTES: PHTHALATE FREE FABRIC



#### DESCRIPTION

STRAIGHT DIVIDER

QUANTITY: 1 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: FLOWFORM (55006)

DIMENSIONS: 44.5"W X 13"D X 26"H

FRAME: N/A BASE: N/A TEXTILE: DESIGNTEX 100% VINYL FINISH: MEDITERRANEAN

NOTES: PHTHALATE FREE FABRIC



## ITEM TAG: TR-1

#### DESCRIPTION

95" TALL ARBOR TREE WITH WHITE STEEL BASE

QUANTITY: 1 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: TMC

PRODUCT: FREESTANDING TREE LPAATS404495

DIMENSIONS: 44"W X 39.5"D X 95"H

FRAME: N/A BASE: WHITE STEEL TEXTILE: N/A FINISH: BALTIC BIRCH W/ CLEAR MAPLE VENEER

NOTES: 10-YEAR WARRANTY



## ITEM TAG: TR-2

### DESCRIPTION

BAMBOO PALM WITH DENSE FOLIAGE AND LUSH FRONDS

QUANTITY: 1 LOCATIONS:

LOBBY SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: BLOOMSCAPE

PRODUCT: BAMBOO PALM

DIMENSIONS: XXL - 44"-58" TALL

FRAME: N/A BASE: CERAMIC POT TEXTILE: N/A FINISH: SLATE

NOTES:



# ITEM TAG: CT-1

#### DESCRIPTION

HEAVY DUTY, OPEN WIRE TRANSPORT CART, WITH ONE 3.5" DEEP TUB SHELF & TWO 1" DEEP TUB SHELF.

QUANTITY: LOCATIONS: 1

SEE BIRNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: GLOBAL INDUSTRIAL

PRODUCT: LUXOR - WBB379270

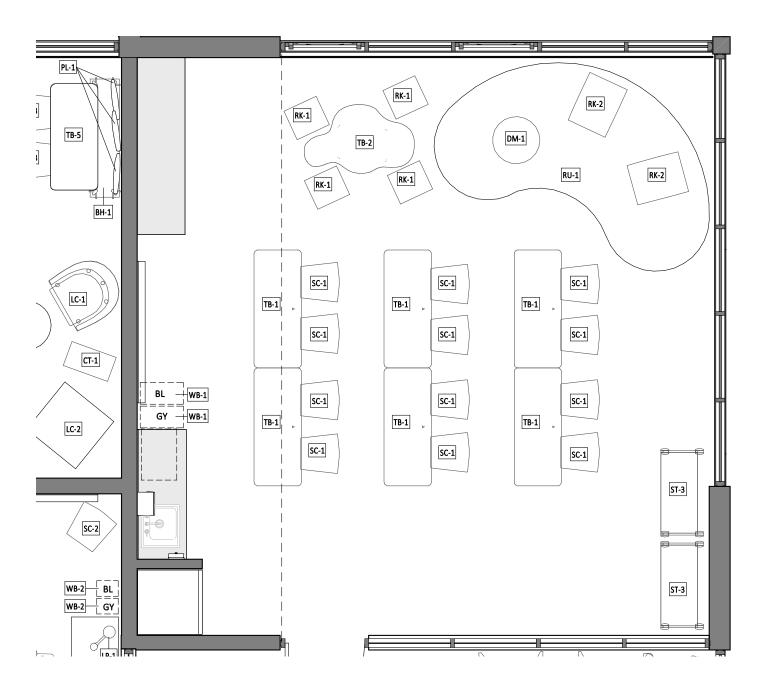
DIMENSIONS: 18"W X 30"L X 30"H

FRAME: STEEL BASE: RUBBER SWIVEL, 2 W/ BRAKES TEXTILE: N/A FINISH: SILVER

NOTES: PROVIDE MIN. 400 LB CAPACITY

1-YEAR WARRANTY





### **FURNITURE SPECIFICATION**

#### FAMILY RESOURCES CENTER:

- TB-1 FOLDABLE TABLE
- SC-1 SIMPLE CHAIR
- RK-1 ROCKER OTT
- **RK-2** SOFT ROCKER
- DM-1 GRASSY DOME

- TB-2 CLOUD TABLE
- ST-3 CUBBY CABINETS
- RU-1 JELLYBEAN GRASS RUG

# ITEM TAG: TB-1

#### DESCRIPTION

NEST AND FOLD TABLE WITH CASTERS

QUANTITY: 6 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: SMITH SYSTEM

PRODUCT: ELEMENTAL - NL2460

DIMENSIONS: 60"W X 24"D X 29"-40"H

FRAME: PLATINUM BASE: CASTERS TEXTILE: N/A FINISH: SURFACE - NEW AGE OAK, EDGE - PLATINUM

NOTES: GREENGUARD GOLD CERTIFIED

LIFETIME WARRANTY ON FRAMES 12-YEAR WARRANTY ON TABLE TOPS & CASTERS



# ITEM TAG: SC-1

### DESCRIPTION

STACKABLE CHAIR W/ BACK AND SEAT CUSHION

QUANTITY: 12 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: STEELCASE

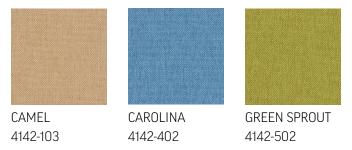
**PRODUCT:** SIMPLE CHAIR

DIMENSIONS: 20"W X 20"D X 32"H

FRAME: MILK TEXTURED FRAME - 7041 BASE: N/A TEXTILE: SEAT& BACK CUSHION FINISH: BIRDSEYE - CAMEL, CAROLINA, GREEN SPROUT

#### NOTES: LIMITED LIFETIME WARRANTY

PROVIDE (4) STAIN REPELLENT CUSHION COLOR FROM EACH COLORS LISTED.





## ITEM TAG: RK-1

#### DESCRIPTION

14" HIGH SEATING SOLUTION WITH ONE FLAT SIDE

QUANTITY: 4 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: NORVA NIVAL

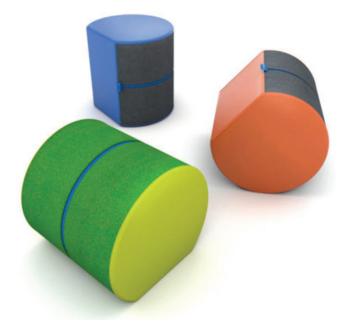
**PRODUCT:** ROCKER OTT

DIMENSIONS: 18"W X 16"D X 14"H

FRAME: N/A BASE: N/A TEXTILE: VANGUARD CV - VINYL FINISH: SAVOR, SPROUT, CARBON, GILDED, FRENCH

**NOTES:** PROVIDE (4) DIFFERENT COLOR COMBINATION. EACH SEAT TO CONTAIN (2) COLORS

10-YEAR LIMITED WARRANTY GREENGUARD CERTIFIED



\*IMAGE IS REPRESENTATIVE OF PRODUCT STYLE ONLY

## ITEM TAG: RK-2

### DESCRIPTION

SOFT ROCKER SEATING WITH HIGH DENSITY FOAM CORE

QUANTITY: 2 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: SMITH SYSTEM

**PRODUCT:** FLOWFORM

DIMENSIONS: 20.5"W X 26"D X 26"H

FRAME: N/A BASE: N/A TEXTILE: DESIGNTEX 100% VINYL FINISH: PISTACHIO, APRICOT

NOTES: 5-YEAR LIMITED WARRANTY UL GREENGUARD GOLD CERTIFIED



## ITEM TAG: DM-1

### DESCRIPTION

19"H GRASSY DOME SEATING FOR STUDENTS

QUANTITY: 1 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: NORVA NIVAL

PRODUCT: GRASSY OTT

DIMENSIONS: 24"W X 24"D X 19"H

FRAME: N/A BASE: N/A TEXTILE: GRASS LIKE FINISH: GRASS LIKE

NOTES: 10-YEAR LIMITED WARRANTY GREENGUARD GOLD CERTIFIED



# ITEM TAG: TB-2

### DESCRIPTION

FOLDABLE, AND WRITABLE TABLE THAT IS IDEAL FOR CREATION, BRAINSTORMING AND DISCUSSION

QUANTITY: 1 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: NORVA NIVAL

PRODUCT: SUNSHINE ON A CLOUDY DAY

DIMENSIONS: 39"W X 69"L X 29.5"H

FRAME: SILVER BASE: CASTERS TEXTILE: N/A FINISH: WRITABLE WHITE SURFACE EDGE: NATURAL ASH

**NOTES:** 8-YEAR LIMITED WARRANTY (WRITABLE SURFACE) GREENGUARD CERTIFIED



# ITEM TAG: ST-3

### DESCRIPTION

MOBILE CUBBY STORAGE COMPARTMENTS

QUANTITY: 2 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

**PRODUCT:** CASCADE

DIMENSIONS: 43"W X 19"D X 30"H/43"H

FRAME: PLATINUM BASE: CASTER TEXTILE: N/A FINISH: APPLE + BLUEBERRY

NOTES: LIFETIME WARRANTY UL GREENGUARD GOLD CERTIFIED





# ITEM TAG: RU-1

### DESCRIPTION

COMFORTABLE, CASUAL, AND LOW-MAINTENANCE GRASS RUG

QUANTITY: 1 LOCATIONS:

FAMILY RESOURCES CENTER SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOY CARPETS

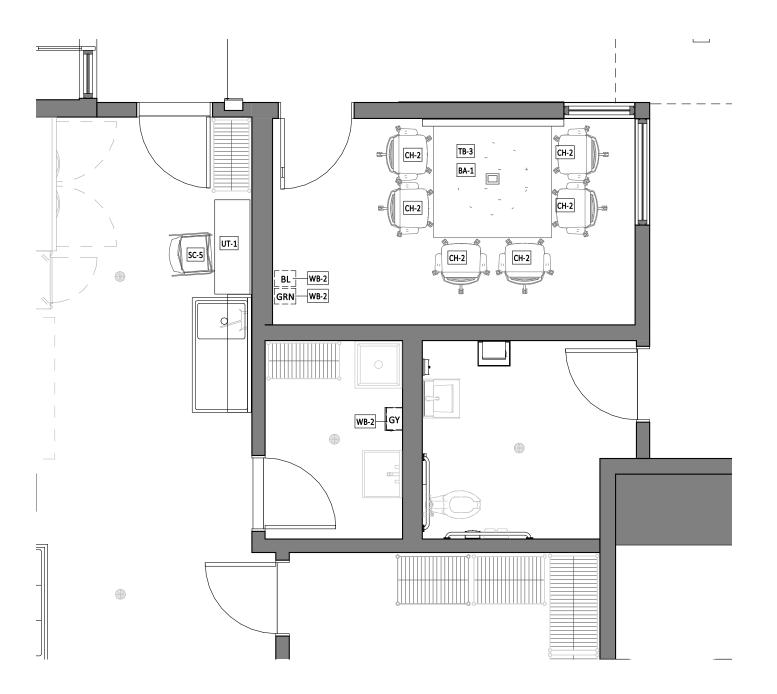
**PRODUCT:** GREEN SPACE

DIMENSIONS: SS - 9' W X 12' L

FRAME: N/A BASE: N/A TEXTILE: FIBER: 80% POLYETHYLENE, 20% POLYPROPYLENE FINISH: GREEN GRASS

NOTES: CRI GREEN LABEL PLUS CERTIFIED





### **FURNITURE SPECIFICATION**

#### **CONFERENCE ROOM: TB-3**

**BA-1** 

#### **KITCHEN:**

CONFERENCE TABLE	UT-1	UTILITY TABLE
CONFERENCE TABLE BASE	SC-5	SPROUT CHAIR

CH-2 CONFERENCE CHAIR

### ITEM TAG: TB-3

#### DESCRIPTION

SQUARE TABLE WITH FLAT EDGE PROFILE, WOOD FINISH

QUANTITY: 1 LOCATIONS:

CONFERENCE ROOM
SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: STEELCASE

**PRODUCT:** CONVENE (CWFS60)

DIMENSIONS: 60" W X 60"D X

FRAME: N/A BASE: BA-1 TEXTILE: N/A FINISH: NATURAL WOOD VENEER

NOTES: INCLUDE ACCESSORIES: 2.5" ROUND GROMMETS 1 POWER UNIT W/ COVER

> INDOOR ADVANTAGE GOLD CERTIFIED LIMITED LIFETIME WARRANTY



\*IMAGE IS REPRESENTATIVE OF PRODUCT STYLE ONLY

### ITEM TAG: BA-1

### DESCRIPTION

BASE TABLE, CIRCULAR DRUM WITH RECESSED TOE KICK

QUANTITY: 1 LOCATIONS:

CONFERENCE ROOM
SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: STEELCASE

PRODUCT: CONVENE (CWCRC36)

DIMENSIONS: 36" W X 36"D X 27.5" H

FRAME: N/A BASE: BRUSHED ALUMINUM FOOT TEXTILE: N/A FINISH: NATURAL WOOD

**NOTES:** INDOOR ADVANTAGE GOLD CERTIFIED LIMITED LIFETIME WARRANTY



\*IMAGE IS REPRESENTATIVE OF PRODUCT STYLE ONLY

# ITEM TAG: CH-2

### DESCRIPTION

MID BACK TASK CHAIR WITH ADJUSTABLE ARMS

QUANTITY: 6 LOCATIONS:

CONFERENCE ROOM
SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: SIT ON IT

PRODUCT: HEXY TASK CHAIR

DIMENSIONS: 20"W X 27"D X 42"H

FRAME: WHITE BASE: 5-START WHITE NYLON TEXTILE: MOMENTUM - COVER CLOTH FINISH: UPHOLSTERER SEAT COLOR: ZEST MESH COLOR: FOG

NOTES: HARD FLOOR/ CARPET CASTERS

GREENGUARD GOLD CERTIFIED LIFETIME WARRANTY



1203 BK1-MB-MC23-US-FC12-FG3-AR4-T-BT1-BC3-CH1-CS6-KD

# ITEM TAG: UT-1

#### DESCRIPTION

HEAVY DUTY UTILITY TABLE

QUANTITY: 2 LOCATIONS:

KITCHEN, CUSTODIAN OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: GLOBAL INDUSTRIAL

**PRODUCT: INTERION** 

DIMENSIONS: 60"W X 24"D X 28.5"H

FRAME: STANDARD BASE: GLIDE TEXTILE: N/A FINISH: GRAY NEBULA

NOTES: HEAVY-DUTY, SCRATCH RESISTANT



### **ITEM TAG: SC-5**

#### DESCRIPTION

DURABLE AND SIMPLE SHEET & FRAME ARMLESS CHAIR

QUANTITY: 1 LOCATIONS:

KITCHEN SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SIT ON IT

**PRODUCT:** SPROUT CHAIR

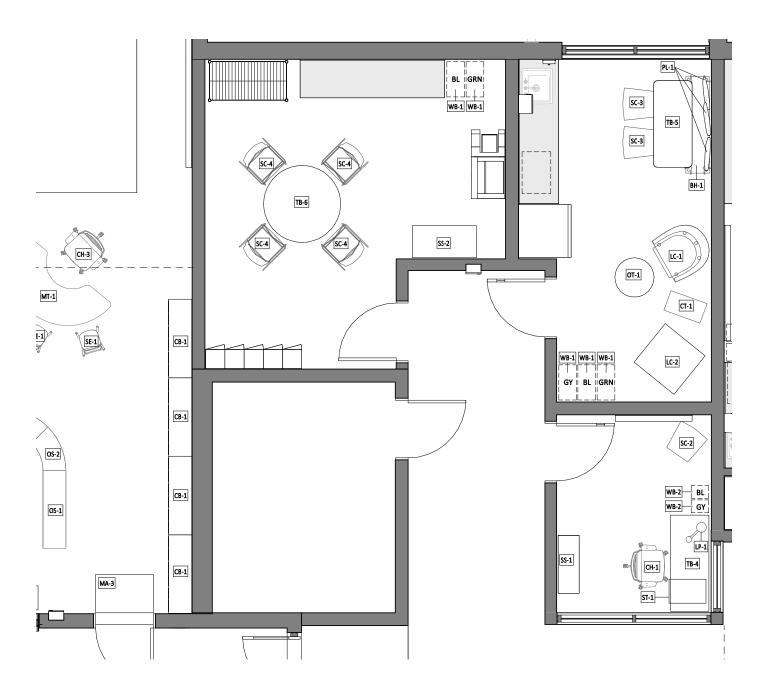
DIMENSIONS: 60"W X 24"D X 28.5"H

FRAME: STANDARD BASE: FC1 - BLACK TEXTILE: N/A FINISH: SC18 - STERLING

NOTES: INCLUDE CLEAR GLIDES.



1181-FT2-PS-ARO-SC18-CGR-PB-FC1-AC



### **FURNITURE SPECIFICATION**

#### PRINCIPAL'S OFFICE:

STAFF WELLNESS ROOM:

LC-1

- TB-4 WORKSTATION DESK
- ST-1 PEDESTAL
- LP-1 LED DESKTOP LAMP
- CH-1 TASK CHAIR
- SC-2 SIMPLE CHAIR
- SS-1 BOOKSHELF

OT-1 ALIGHT OTTOMAN

LOUNGE CHAIR

- CT-1 LINEAR C TABLE
- LC-2 MODERN LOUNGER
- **TB-5** RECTANGLE TABLE
- SC-3 SIMPLE CHAIR
- BH-1 WOOD BENCH
- PL-1 LINEN PILLOW

### ITEM TAG: TB-4

#### DESCRIPTION

ADJUSTABLE HEIGHT WORK STATION WITH WOOD SURFACE FINISH

QUANTITY: 1 LOCATIONS:

PRINCIPAL'S OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: AMQ

PRODUCT: ACTIV PRO 2

DIMENSIONS: 60"W X 24"D X 28.5"H

FRAME: STANDARD BASE: 3-STAGE C-LEG, WHITE TEXTILE: N/A FINISH: WORK SURFACE - MAPLE

NOTES: ANSI/BIFMA X5.5-2014 INDOOR ADVANTAGE GOLD

**10-YEAR WARRANTY** 



# ITEM TAG: ST-1

#### DESCRIPTION

THE AMQ S-SERIES MOBILE PEDESTAL STORAGE IN COLOR WHITE.

QUANTITY: 2 LOCATIONS:

RECEPTION, PRINCIPAL'S OFFICE **SEE FURNITURE PLANS** 

### **SPECIFICATION**

MANUFACTURER: AMQ

**PRODUCT:** S-SERIES SLIM PEDESTAL

DIMENSIONS: 12"W X 23"D X 19.7"H

FRAME: POWDER COATED WHITE BASE: CASTORS TEXTILE: N/A FINISH: N/A

NOTES: 10 YEARS WARRANTY, BIFMA X5.5-2014 INDOOR ADVANTAGE GOLD



# ITEM TAG: LP-1

#### DESCRIPTION

LED RADIAL DESKTOP LIGHTING

QUANTITY: 1 LOCATIONS:

PRINCIPAL'S OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: STEELCASE

**PRODUCT:** RADIAL

DIMENSIONS: STANDARD

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SILVER

NOTES: N/A



# **ITEM TAG: CH-1**

#### DESCRIPTION

MID BACK TASK CHAIR WITH ADJUSTABLE ARMS

QUANTITY: 2 LOCATIONS:

RECEPTION, PRINCIPAL'S OFFICE **SEE FURNITURE PLANS** 

### **SPECIFICATION**

MANUFACTURER: SIT ON IT

PRODUCT: HEXY TASK CHAIR

DIMENSIONS: 20"W X 27"D X 42"H

FRAME: WHITE BASE: 5-START WHITE NYLON TEXTILE: DYNAMIC FINISH: UPHOLSTERER SEAT COLOR: LEAF MESH COLOR: APPLE

NOTES: HARD FLOOR/ CARPET CASTERS

GREENGUARD GOLD CERTIFIED LIFETIME WARRANTY



1203 BK1-MB-MC31-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD

# ITEM TAG: SC-2

#### DESCRIPTION

STACKABLE CHAIR W/ BACK AND SEAT CUSHION

QUANTITY: 1 LOCATIONS:

PRINCIPAL'S OFFICE
SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: STEELCASE

**PRODUCT:** SIMPLE CHAIR

DIMENSIONS: 20"W X 20"D X 32"H

FRAME: MILK TEXTURED FRAME - 7041 BASE: N/A TEXTILE: SEAT& BACK CUSHION FINISH: BIRDSEYE - CAMEL

NOTES: STAIN REPELLENT



CAMEL 4142-103



# **ITEM TAG: SS-1**

#### DESCRIPTION

NATURAL WOOD FINISH, 5-SECTION BOOKSHELF

QUANTITY: 1 LOCATIONS:

PRINCIPAL'S OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: HON

PRODUCT: 10500 SERIES

DIMENSIONS: 36"W X 13"D X 70"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: NATURAL MAPLE FINISH

NOTES: SCS GLOBAL SERVICES VERIFIED EPD BIFMA COMPLIANT

LIFETIME WARRANTY



# ITEM TAG: LC-1

#### DESCRIPTION

ROUND LOUNGE CHAIR WITH ADJUSTABLE SEAT ANGLE

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: STEELCASE

PRODUCT: JENNY TS31413

DIMENSIONS: 36"W X 32"D X 28"H

FRAME: MILK TEXTURED FRAME - 7041 BASE: SOLID WOOD - MAPLE TEXTILE: BRUSHED FLANNEL FINISH: LIGHT GREY

NOTES: BIFMA COMPLIANT, LEVEL 1 SCS INDOOR ADVANTAGE



# ITEM TAG: OT-1

#### DESCRIPTION

LOW PROFILE, STYLISH, IMPROMPTU SEATING

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: STEELCASE

PRODUCT: ALIGHT TS34403

DIMENSIONS: 24"W X 24"D X 18"H

FRAME: N/A BASE: SOLID WOOD - MAPLE TEXTILE: BIRDSEYE FINISH: CAMEL

NOTES: BIFMA COMPLIANT, LEVEL 1 SCS INDOOR ADVANTAGE



\*IMAGE IS REPRESENTATIVE OF PRODUCT STYLE ONLY



CAMEL 4142-103

# ITEM TAG: CT-1

#### DESCRIPTION

LINEAR C-TABLE WITH A CANTILEVER CONSTRUCTION

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: WEST ELM

PRODUCT: WEM8

DIMENSIONS: 24"W X 13"D X 25"H

FRAME: HOT ROLLED STEEL BASE: N/A TEXTILE: N/A FINISH: NATURAL OAK

NOTES: BIFMA COMPLIANT 5-YEAR WARRANTY



# ITEM TAG: LC-2

#### DESCRIPTION

ULTIMATE LOUNGE PAD WITH SINK-RIGHT-IN COMFORT

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: WEST ELM

**PRODUCT:** MODERN LOUNGER

DIMENSIONS: 32"W X 31"D X 25"H

FRAME: N/A BASE: N/A TEXTILE: 100% POLYESTER FINISH: TWILL, GRAVEL

NOTES: SOFT, DURABLE COVER COMES PRE-FILLED.



# ITEM TAG: TB-5

#### DESCRIPTION

WORKING HEIGHT RECTANGLE TABLE WITH DUAL BASE

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: STEELCASE

PRODUCT: SIMPLE TABLE - TS4WREC

DIMENSIONS: 54"W X 24"D X 28"H

FRAME: N/A BASE: PLATINUM METALLIC TEXTILE: N/A FINISH: WOOD GRAIN - CLEAR OAK

NOTES: BIFMA LEVEL 3, SCS INDOOR ADVANTAGE<sup>™</sup> GOLD



# **ITEM TAG: SC-3**

#### DESCRIPTION

STACKABLE CHAIR W/ BACK AND SEAT CUSHION

QUANTITY: 2 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: STEELCASE

**PRODUCT:** SIMPLE CHAIR

DIMENSIONS: 20"W X 20"D X 32"H

FRAME: MILK TEXTURED FRAME - 7041 BASE: N/A TEXTILE: SEAT& BACK CUSHION FINISH: BIRDSEYE - CAMEL

NOTES: STAIN REPELLENT



CAMEL 4142-103



# ITEM TAG: BH-1

#### DESCRIPTION

SOLID WIRE-BRUSHED OAK BENCH WITH SCULPTURAL POWDER-COATED STEEL LEGS

QUANTITY: 1 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: BLU DOT

**PRODUCT:** BRANCH BENCH



DIMENSIONS: 60"W X 16"D X 18"H

FRAME: N/A BASE: POWDER COATED STEEL - GREY TEXTILE: N/A FINISH: WOOD OAK

NOTES: N/A

# ITEM TAG: PL-1

#### DESCRIPTION

TWO TONE CHUNKY LINEN PILLOW COVER WITH INSERTS

QUANTITY: 3 LOCATIONS:

STAFF WELLNESS ROOM SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: WEST ELM

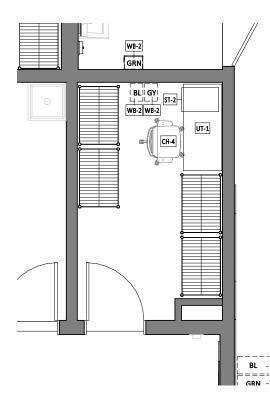
**PRODUCT:** PILLOW

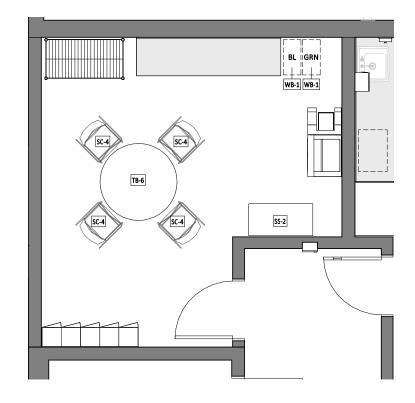
DIMENSIONS: 20"W X 20"D

FRAME: N/A BASE: N/A TEXTILE: 100% LINEN FINISH: COPPER, LIGHT SILVER PINE, NATURAL

NOTES: PROVIDE PILLOW INSERTS







### **FURNITURE SPECIFICATION**

#### **CUSTODIAN OFFICE:**

#### STAFF WORKROOM:

UT-1	UTILITY TABLE	TB-6	WORKING HEIGHT TABLE
ST-2	PEDESTAL	<b>OT-1</b>	ALIGHT OTTOMAN
CH-4	TASK CHAIR	SC-4	SPROUT CHAIR
		SS-2	MAIL BOX

# ITEM TAG: TB-6

#### DESCRIPTION

WORKING HEIGHT ROUND TABLE WITH SINGLE BASE

QUANTITY: 1 LOCATIONS:

STAFF WORKROOM

### SPECIFICATION

MANUFACTURER: STEELCASE

PRODUCT: SIMPLE TABLE - TS4WRD

DIMENSIONS: 48"DIA. X 28"H

FRAME: PLATINUM METALLIC BASE: 2 LOCKING +2 NL CASTERS TEXTILE: N/A FINISH: ACRYLIC WHITE SURFACE

NOTES: BIFMA LEVEL 3, SCS INDOOR ADVANTAGE<sup>™</sup> GOLD



### **ITEM TAG: SC-4**

#### DESCRIPTION

DURABLE AND SIMPLE SHEET & FRAME ARMLESS CHAIR

QUANTITY: 4 LOCATIONS:

STAFF WORKROOM

### SPECIFICATION

MANUFACTURER: SIT ON IT

**PRODUCT:** SPROUT CHAIR

DIMENSIONS: 60"W X 24"D X 28.5"H

FRAME: STANDARD BASE: FC15 - CHROME TEXTILE: N/A FINISH: SC15 - LAGOON

NOTES: INCLUDE CLEAR GLIDES.



# ITEM TAG: SS-2

#### DESCRIPTION

FLOW-TO-GO CABINET, MAIL, NO DOORS, 30 POCKETS

QUANTITY: 1 LOCATIONS:

STAFF WORKROOM

### SPECIFICATION

MANUFACTURER: SAFCO

PRODUCT: SRT4280CPG

DIMENSIONS: 42"W X 16"D X 80"H

FRAME: STANDARD BASE: N/A TEXTILE: N/A FINISH: PEBBLE GRAY

NOTES: N/A



# ITEM TAG: UT-1

#### DESCRIPTION

HEAVY DUTY UTILITY TABLE

QUANTITY: 2 LOCATIONS:

KITCHEN, CUSTODIAN OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: GLOBAL INDUSTRIAL

**PRODUCT: INTERION** 

DIMENSIONS: 60"W X 24"D X 28.5"H

FRAME: STANDARD BASE: GLIDE TEXTILE: N/A FINISH: GRAY NEBULA

NOTES: HEAVY-DUTY, SCRATCH RESISTANT



# ITEM TAG: ST-2

#### DESCRIPTION

THE AMQ S-SERIES MOBILE PEDESTAL STORAGE IN COLOR WHITE.

QUANTITY: 1 LOCATIONS:

CUSTODIAN OFFICE SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: AMQ

**PRODUCT:** S-SERIES SLIM PEDESTAL

DIMENSIONS: 12"W X 23"D X 19.7"H

FRAME: POWDER COATED PLATINUM BASE: CASTORS TEXTILE: N/A FINISH: PLATINUM

NOTES: 10 YEARS WARRANTY, BIFMA X5.5-2014 INDOOR ADVANTAGE GOLD



### ITEM TAG: CH-4

#### DESCRIPTION

MID BACK TASK CHAIR WITH ADJUSTABLE ARMS

QUANTITY: 1 LOCATIONS:

RECEPTION, PRINCIPAL'S OFFICE **SEE FURNITURE PLANS** 

### SPECIFICATION

MANUFACTURER: SIT ON IT

PRODUCT: HEXY TASK CHAIR

DIMENSIONS: 20"W X 27"D X 42"H

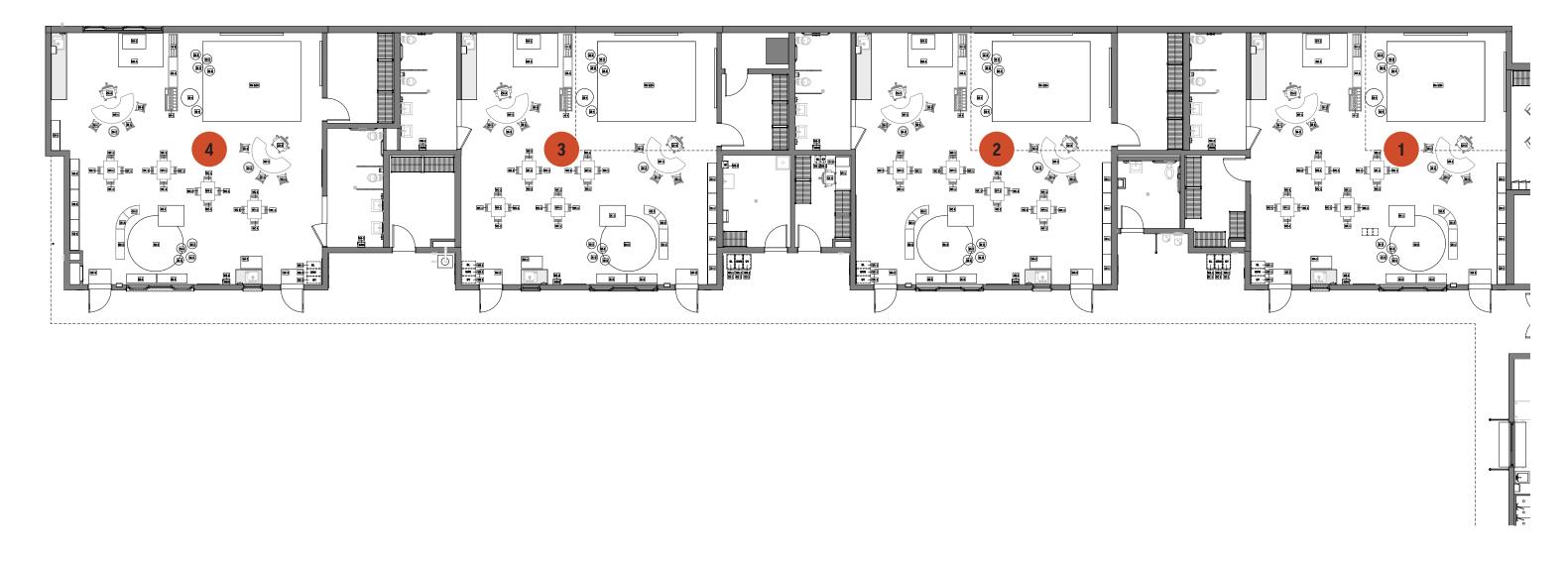
FRAME: WHITE BASE: 5-START WHITE NYLON TEXTILE: SUGAR FINISH: UPHOLSTERER SEAT COLOR: LICORICE MESH COLOR: NICKEL

NOTES: HARD FLOOR/ CARPET CASTERS

GREENGUARD GOLD CERTIFIED LIFETIME WARRANTY



1203 BK1-MB-MC21-US-FC1-FG3-AR4-T-BT1-BC3-CH1-CS6-KD



### **FURNITURE SPECIFICATION**

#### CLASSROOMS:

CLASSROOM #1

CLASSROOM #2

CLASSROOM #3

CLASSROOM #4



### **FURNITURE SPECIFICATION**

CLASSROOM #1 & 2					
MT-1	MOON TABLE				

SE-1	STUDENT SEATING
SE-2	OODLE
CH-3	TEACHER'S CHAIR
T-1/WC-1	WOOD TABLE & CHAIRS SET
<b>0S-1</b>	OPEN BACK SHELF

- **0S-2** OPEN SWEEP SHELF
- LR-1 LIBRARY RACK
- AS-1 ART SUPPLY STORAGE
- CB-1 PRESCHOOL CUBBY

DC-1	DREAM CUBE
SE-5	BENCH W/ CUSHION
WT-2	WATER TABLE
MA-1	WATER TABLE MAT
SE-3	SEAT CUSHIONS
SE-4	BEAN BAG
RU-2/2A	RECTANGULAR RUG
<b>RU-3</b>	ROUND GRASS RUG
MA-2	SINK MAT
MA-3	ENTRY MAT

W

# ITEM TAG: MT-1

#### DESCRIPTION

HALF MOON TABLE WITH ADJUSTABLE HEIGHT LEGS AND CASTERS

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: ELHAMO

DIMENSIONS: 72"W X 36"D X 21.5"-35.5"H

FRAME: N/A BASE: PLATINUM TEXTILE: N/A FINISH: SURFACE : MISSION MAPLE EDGE: CERULEAN

NOTES: HARD FLOOR/ CARPET CASTERS

UL GREENGUARD GOLD CERTIFIED LIMITED LIFETIME WARRANTY



# ITEM TAG: SE-1

#### DESCRIPTION

12" HIGH STACKABLE STUDENT CHAIR, ARMLESS

QUANTITY: 24 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SMITH SYSTEM

PRODUCT: FLAVORS - 11846

DIMENSIONS: 15"W X 14.5"D X 12"H

FRAME: N/A BASE: PLATINUM TEXTILE: N/A FINISH: SHELL : APPLE + BLUEBERRY

**NOTES:** PROVIDE (12) CHAIRS FOR EACH COLOR.

UL GREENGUARD GOLD CERTIFIED LIMITED LIFETIME WARRANTY



# ITEM TAG: SE-2

#### DESCRIPTION

OODLE 3 STOOL SECTIONS, ROCKER BASE W/ FELT PAD

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: SMITH SYSTEM

PRODUCT: 00DLE31

DIMENSIONS: 17"W X 17"D X 18.5"H

FRAME: N/A BASE: STANDARD TEXTILE: N/A FINISH: APPLE, BLUEBERRY, PLATINUM, ORANGE

**NOTES:** PROVIDE (2) SETS OF SEATING FOR EACH COLOR.

UL GREENGUARD GOLD CERTIFIED 12-YEAR WARRANTY



# ITEM TAG: CH-3

#### DESCRIPTION

MID BACK TASK CHAIR WITH ADJUSTABLE ARMS

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: SIT ON IT

PRODUCT: HEXY TASK CHAIR

DIMENSIONS: 20"W X 27"D X 42"H

FRAME: WHITE BASE: 5-START WHITE NYLON TEXTILE: DYNAMIC FINISH: UPHOLSTERER SEAT COLOR: DUST MESH COLOR: OCEAN

NOTES: HARD FLOOR/ CARPET CASTERS

GREENGUARD GOLD CERTIFIED LIFETIME WARRANTY



1203 BK1-MB-MC29-US-FC12-FG2-AR4-T-BT1-BC3-CH1-CS6-KD

# ITEM TAG: WT-1/WC-1

#### DESCRIPTION

RECTANGULAR WOODCREST TABLE 16" AND FOUR CHAIRS 8" SET

QUANTITY: 16 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: C242

DIMENSIONS: 22"W X 30"D X 16"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SOLID WOOD - MAPLE

NOTES:	SOLID 11/8" MAPLE TABLE TOP, WITH SMOOTHLY
	ROUNDED EDGES. EXCEPTIONALLY STURDY AND
	WOBBLE-FREE SOLID MAPLE LEGS.

**10-YEAR WARRANTY** 



# ITEM TAG: OS-1

#### DESCRIPTION

OPEN BACK SHELVING THAT ALLOWS ACCESS OF MATERIALS FROM BOTH SIDES

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: F444

DIMENSIONS: 14.5"W X 48"D X 28"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SOLID WOOD - MAPLE



# ITEM TAG: OS-2

#### DESCRIPTION

OPEN SWEEP SHELVING THAT ALLOWS ACCESS OF MATERIALS FROM BOTH SIDES

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: F413

DIMENSIONS: 14.5"W X 48"D X 28"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SOLID WOOD - MAPLE



# ITEM TAG: LR-1

#### DESCRIPTION

BOOK STORAGE WITH DISPLAY SHELVES ON BOTH SIDES

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: F775

DIMENSIONS: 14.5"W X 36"L X 32"H

FRAME: N/A BASE: STANDARD TEXTILE: N/A FINISH: SOLID WOOD - MAPLE



# **ITEM TAG: AS-1**

#### DESCRIPTION

MOBILE ART SUPPLY STORAGE AND WRITER'S STATION WITH (6) BASKETS

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: H558

DIMENSIONS: 20"W X 36"L X 32"H

FRAME: N/A BASE: LOCKING CASTERS TEXTILE: N/A FINISH: SOLID WOOD - MAPLE



# **ITEM TAG: CB-1**

#### DESCRIPTION

(6) COMPACT TODDLER CUBBY WITH BASKETS

QUANTITY: 16 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: COMMUNITY PLAYTHINGS

PRODUCT: A254

DIMENSIONS: 14.5"W X 49"L X 40"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SOLID WOOD - MAPLE

NOTES: SUBSTITUTION NOT ALLOWED.

**10-YEAR WARRANTY** 



# **ITEM TAG: DC-1**

#### DESCRIPTION

RECTANGULAR READING, STUDYING, AND RELAXING NOOK WITH CUSHION.

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOINTI-CRAFT

PRODUCT: DREAM CUBE - 2381JC

DIMENSIONS: 48"W X 37.5"L X 46.5"H

FRAME: N/A BASE: N/A TEXTILE: VINYL FINISH: SOLID WOOD - MAPLE, CUSHION - KEY LIME

NOTES: LIFETIME WARRANTY



# ITEM TAG: SE-5

#### DESCRIPTION

BENCH WITH CUSHION AND 5-SECTIONAL STORAGE BELOW

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOINTI-CRAFT

PRODUCT: BENCH - 90936JC

DIMENSIONS: 15"W X 48"L X 16"H

FRAME: N/A BASE: N/A TEXTILE: VINYL FINISH: SOLID WOOD - MAPLE, CUSHION - KEY LIME

NOTES: LIFETIME WARRANTY



# ITEM TAG: WT-2

#### DESCRIPTION

SEE-THRU, 9" DEEP ACRYLIC WATER PLAY STATION

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOINTI-CRAFT

PRODUCT: SENSORY PLAY - 2872JC

DIMENSIONS: 37.5"W X 23"D X 19.5"H

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: SOLID WOOD - MAPLE, TUB - ACRYLIC

NOTES: PROVIDE TODDLER HEIGHT PLAY STATION

LIFETIME WARRANTY



# ITEM TAG: MA-1

#### DESCRIPTION

SUPER ABSORBENT, STAIN RESISTANT, MACHINE WASHABLE & DRYABLE SENSORY TABLE MAT WITH NON-SLIP BACKING.

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOINTI-CRAFT

PRODUCT: SENSORY TABLE MAT - 8430JC

DIMENSIONS: 72"W X 54"D X 0.1"H

FRAME: N/A BASE: NON-SLIP BACKING TEXTILE: NON-WOVEN FABRIC FINISH: STANDARD - BLUE

NOTES: MACHINE WASHABLE

GREENGUARD GOLD CERTIFIED



# ITEM TAG: SE-3

#### DESCRIPTION

READING SEAT CUSHIONS, 4-PIECE SET

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: GRESSCO/HABA

**PRODUCT: SEAT CUSHIONS** 

DIMENSIONS: 12"DIA. X 2"H

FRAME: N/A BASE: N/A TEXTILE: SYNTHETIC LEATHER COVER FINISH: ORANGE, YELLOW, GREEN & BLUE

NOTES: 5-YEAR WARRANTY



# **ITEM TAG: SE-4**

#### DESCRIPTION

GROW UP PEBBLE BEAN BAG CHAIR IN SIZE LARGE AND SMALL SET

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: GRESSCO/HABA

**PRODUCT:** BEAN BAG

DIMENSIONS: 30"W X 29"D; 20"W X 19"D

FRAME: N/A BASE: N/A TEXTILE: AS SHOWN FINISH: AS SHOWN

NOTES: N/A



# ITEM TAG: RU-2/2A

#### DESCRIPTION

RUG WITH MODERN GEOMETRICS AND ON-TREND COLORS

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOY CARPETS

PRODUCT: STRING ALONG #2058 ALT. CIRCLE BACK #1857

DIMENSIONS: 10'-9"W X 13'-2"L

FRAME: N/A BASE: N/A TEXTILE: PREMIUM WEAR-ON NYLON FINISH: CITRUS

**NOTES:** (24) DEFINED AREA PATTERN FOR CIRCLE TIME STUDENT GATHERING.

CRI GREEN LABEL PLUS CERTIFIED



# ITEM TAG: RU-3

#### DESCRIPTION

COMFORTABLE, CASUAL, AND LOW-MAINTENANCE GRASS RUG

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: JOY CARPETS

**PRODUCT:** GREEN SPACE

DIMENSIONS: E - 7'-6" DIA.

FRAME: N/A BASE: N/A TEXTILE: FIBER: 80% POLYETHYLENE, 20% POLYPROPYLENE FINISH: GREEN GRASS

NOTES: CRI GREEN LABEL PLUS CERTIFIED



# ITEM TAG: MA-2

#### DESCRIPTION

SUPER ABSORBENT, STAIN RESISTANT, MACHINE WASHABLE & DRYABLE MAT WITH NON-SLIP BACKING.

QUANTITY: 4 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: WEST ELM

PRODUCT: SUN BATH MAT

DIMENSIONS: 20"W X 34"L

FRAME: N/A BASE: NON-SLIP BACKING TEXTILE: 100% COTTON FINISH: AS SHOWN

NOTES: MACHINE WASHABLE



# ITEM TAG: MA-3

#### DESCRIPTION

2 PIECE SYSTEM DOORMAT WITH INTERCHANGEABLE DOORMAT COVER AND RUBBER MAT.

QUANTITY: 8 LOCATIONS:

CLASSROOMS 1-4 SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: RUGGABLE

PRODUCT: ARIA RAINBOW DOORMAT

DIMENSIONS: 36"W X 24"D X 1/2"H

FRAME: N/A BASE: NON-SLIP RUBBER BASE MAT TEXTILE: STANDARD FINISH: AS SHOWN

NOTES: MACHINE WASHABLE. HEAVY DUTY BRISTLE;



## **ITEM TAG: WB-1**

#### DESCRIPTION

23-GALLON SLIM "MO" WASTE CAN MADE FROM COMMERCIAL GRADE PLASTIC

QUANTITY: 9 (GRN), 10 (BL), 9 (GY) LOCATIONS:

PRESCHOOL CLASSROOMS, SHARED SPACES SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: DELAMO MANUFACTURING

PRODUCT: PROFESSIONAL SERIES - 8823

**DIMENSIONS:** 22" x 11" x 30"

FRAME: N/A BASE: DOLLY WHERE INDICATED. TEXTILE: N/A FINISH: BLUE, GREEN, GREY

**NOTES:** INCLUDE SWING TOP LID FOR GREEN & GREY WASTE CAN; INCLUDE CAN/BOTTLE LID FOR BLUE WASTE CAN.



SWING TOP LID 8824



8825



## ITEM TAG: WB-2

#### DESCRIPTION

14-QUART WASTE BASKETS WITH DURABLE POLYPROPYLENE PLASTIC.

QUANTITY: 9 (GRN), 3 (BL), 5 (GY) LOCATIONS:

PRESCHOOL CLASSROOMS, SHARED SPACES SEE FURNITURE PLANS

### **SPECIFICATION**

MANUFACTURER: DELAMO MANUFACTURING

**PRODUCT:** PROFESSIONAL SERIES - 8855

DIMENSIONS: 11.13" x 7.81" x 12.06"

FRAME: N/A BASE: N/A TEXTILE: N/A FINISH: BLUE, GREEN, GREY

**NOTES:** USE BLUE BASKET FOR RECYCLE, GREEN BASKET FOR COMPOST, AND GREY BASKET FOR LAND FILL.



\*IMAGE IS REPRESENTATIVE OF PRODUCT STYLE ONLY

## ITEM TAG: DO-1

#### DESCRIPTION

SLIM "MO" DOLLY BUILT-IN SLEEVE THAT SECURES EACH CONTAINER IN-PLACE

QUANTITY: 9 LOCATIONS:

PRESCHOOL CLASSROOMS, SHARED SPACES SEE FURNITURE PLANS

### SPECIFICATION

MANUFACTURER: DELAMO MANUFACTURING

**PRODUCT:** PROFESSIONAL SERIES - 8803

DIMENSIONS: 23.25" x 12.38" x 9.31"

FRAME: N/A BASE: LOCKING CASTERS TEXTILE: N/A FINISH: BLACK

NOTES: N/A





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JUANITA HUNTER **OAKLAND USD/FACILITIES PLANNING & MGMT** 955 HIGH ST OAKLAND, CA 94601

CNS# 3727817 Oakland Unified School District

#### COPY OF NOTICE

Notice Type: **BID NOTICE INVITING BIDS** 

Ad Description LAUREL CDC FURNITURE PROJECT

To the right is a copy of the notice you sent to us for publication in the OAKLAND POST. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

08/09/2023

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$249.99
Total	\$249.99

Oakland Unified School District BID for purchase of Pre-K Classroom Furniture Bid No. 17126 Laurel Child Development Center Furniture Project 3825 California Street, Oakland, CA. 94619 Bid Opening: August 28, 2023 Time: 2:00 p.m. Place: Facilities Planning & Management 955 High Street Oakland, CA. 94601 INVITATION FOR BIDS Bid No. 17126. The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for BID NO. 17126 for purchase and delivery of Pre-K Classroom Furniture on or before 2:00 p.m. on August 28, 2023. BID Classroom Furniture on or before 2:00 p.m. on August 28, 2023, in the Division of Facilities, Planning, and Management of the Oakland Unified School District, 955 High Street, Oakland, CA 94601, at which time and place the bids will be dropped off and WILL NOT BE OPENED. Bid results will be provided via email. Project consists of: Provide Pre-K classroom furniture for new child development center. The site Project consists of: Provide Pre-K classroom furniture for new child development center. The site consists of four pre-school classrooms with the capacity to house 108 children. The front office includes a reception area, principal's office, a parent resource center, staff workroom. Furniture including delivery and placement in the correct classrooms or specified location.

placement in the correct classrooms or specified location. Engineer's Estimate: \$200,000.00 Project Manager for this project is Pam Henderson, who can be reached at 1-925-353-6403.

is Pam Henderson, who can be reached at: 1-925-353-6403. Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Oakland Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal. Bidders may not withdraw bids for a period of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids. Bids shall be made on forms prepared by the Oakland Unified School District. Bid forms, specifications and further information may be obtained from Juanita Hunter, Specialist Contract & Bids, in the Facilities Planning & Management Department, phone (510) 535-

Planning & Management Department, phone (510) 535-7044.

The Contract Time shall be One Hundred Twenty (120) calendar Days, and liquidated damages for delay shall accrue. The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or waive any irregularities or informalities which may be legally waived. 8/9/23

CNS-3727817# OAKLAND POST

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JUANITA HUNTER **OAKLAND USD/FACILITIES PLANNING & MGMT** 955 HIGH ST OAKLAND, CA 94601

CNS# 3727822 Oakland Unified School District

#### COPY OF NOTICE

Notice Type: **BID NOTICE INVITING BIDS** 

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08/16/2023

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Publication	\$249.99
Total	\$249.99

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CNS-3727822# OAKLAND POST

## TRADE JOURNALS - NOTICE TO BIDDERS - RE-BID-LAUREL CDC FURNITURE PROJECT

#### External

TRADE JOURNALS

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#### Juanita Hunter <juanita.hunter@ousd.org>

Mon, Aug 7,

1:51 PM

to Support@bidamerica.com, doug, sbe, cacgoodfaith, candspublishing, sarah, info, info, support, info

The District is seeking bids from certified experienced contractors for the above-mentioned project. I am forwarding a copy of the bid invitation For your reference to send to all qualified firms.

Best regards,

Juanita Hunter, Specialist, Facilities Contracts & Bids Facilities Planning & Management 955 High Street, Oakland, CA 94601 P 510-535-7044, F 510-535-7040 OUSD "Education Matters" **One attachment •** Scanned by Gmail



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 09/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:				
Mohammad Khan(967228C)		PHONE FAX				
861 E Stanley Blvd		(A/C, NO, EXT): 925-373-6852 (A/C, NO): 925-665-0475				
Livermore C/	94550-4008	E-MAIL ADDRESS: mkhan5@farmersagent.com				
		INSURER(S) AFFORDING CC	NAIC #			
INSURED		INSURERA: Truck Insurance Exchange		21709		
		INSURER B: Farmers Insurance Exchange 21				
BUILDING BLOCK INTERIORS		INSURER C: Mid Century Insurance Com	21687			
44081 S GRIMMER BLVD		INSURER D:				
FREMONT	CA 94538	INSURER E:				
FREMONT	CA 94556	INSURER F:				

#### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
А				605486359	09/18/2022	09/18/2023	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
A	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS SCHEDULED AUTOS		Y	605486359	09/18/2022	09/18/2023	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
								\$	
	x UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$5,000,000	
А	EXCESS LIAB CLAIMS-MADE			605887515	09/18/2022	09/18/2023	AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY						PER STATUTE OTHER	\$	
	ANY PROPRIETOR/PARTNER/ Y/N	N/A					E.L. EACH ACCIDENT	\$	
	EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
DESCR	RIPTION OF OPERATIONS/LOCATIONS/VEHICLE	S (ACORD	101, Add	itional Remarks Schedule, may be a	attached if more spa	ce is required)			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) With Oakland Unified School District and District Parties, 955 High Street, Oakland, CA 94601 as an Additional Insured as it pertains to the policy limits listed above.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District and District Parties 955 High Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94601	AUTHORIZED REPRESENTATIVE Laurie A. Hubbard



THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

September 7, 2023

Oakland Unified School District and District Parties 955 HIGH ST OAKLAND CA 94601

#### Account Information:

Policy Holder Details : Building Block Interiors Inc.

Contact Us

Need Help? Chat online or call us at (866) 467-8730. We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

AC	ORD	CE	RTIF	FIC/	٩ΤΕ	OF LIAB	ILIT	Y INSUR	ANCE		C	OATE (MM/DD/YYYY) 09/07/2023
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	UCER					Such endorsenia		ACT				
	PERTY ONE	INS SERVIC	ES INC/	PHS			NAME: PHONE		6) 467-8730	F	AX	
	1431 Lentford Ducin		Conton					lo, Ext):		(	A/C, No):	
_	Hartford Busir Wiseman Blv		Center				E-MAIL					
	Antonio, TX 7						ADDRE	SS:				
	,							INSU	IRER(S) AFFORDI	NG COVERAGE		NAIC#
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	ing Block Inte 1 S GRIMME						INSUR	ER B :				
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	(Mandatory in NI If yes, describe un									E.L. DISEASE - POL	ICY LIMIT	\$1,000,000
	DESCRIPTION O	F OPERATIONS	below									
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### **DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

	Project Information						
Project Name Laurel Child Development Center Furniture Site 131							
	Basic Directions						
Services cannot b	e provided until the contract is awarded by the Board <u>or</u> is entere authority delegated by the Board.	ed by the Superinten	dent pursuant to				
Attachment Checklist x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x Workers compensation insurance certification, unless vendor is a sole provider							

	Cor	ntractor Information					
Contractor Name	Building Block Interiors, Inc.	Agency's Contact	Brent Collins		1.1		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
OUSD Vendor ID #	008471	Title	Owner				
Street Address	1180 Mt. Diablo Blvd.	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-954-1520	Policy Expires				1 P	
Contractor History	Previously been an OUSD contract	tor? X Yes No	Worked as an OU	SD emp	ovee?	ΠYe	s X No
OUSD Project #	17126				-,		0.11.10

Term of Original/Amended Contract					
Date Work Will Begin (i.e., effective date of contract)	10-12-23	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-1-2024		
		New Date of Contract End (If Any)			

		Compens	sation/Revised Compensation		
	Price (Lump Sum) \$177,457.99 If New Contract, Total Contract Price (Not To Exceed)				
Pay Rate I	Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$	
Other Exp	enses		Requisition Number		
lf you a	are planning to multi-fund	l a contract using L	Budget Information EP funds, please contact the State and Federal Office <u>befo</u>	<u>re</u> completin	g requisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9650/9750	Fund 21, Measure J	210-9650-0-	9750-8500-4432-131-9180-9905-9999-17126	4432	\$177,457.99

	Approval and Routing (in order of ap	proval steps)		1
Serviknov	vices cannot be provided before the contract is fully approved and a Purchase Order i wledge services were not provided before a PO was issued.	s issued. Signing this	document affirms	that to your
	Division Head Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management		-	
	Signature fchatman	Date Approved	9/15/22	5
2.	General Counsel, Department of Facilities Planning and Management		in p	
2.	Signature Child Lozano Smith, approved as to form	Date Approved	9/15/23	
	Chief Systems & Services Officer, Facilities Planning and Management			
3.	Signature	Date Approved	9/15/	23
	Chief Financial Officer		111	-
4.	Signature	Date Approved		
	President, Board of Education			
5.	Signature	Date Approved		