

Board Office Use: Legislative File Info.	
File ID Number	24-1092
Introduction Date	5-22-2024
Enactment Number	24-0905
Enactment Date	5/22/2024 CJH



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** May 22, 2024

**Subject** Purchase Order Contract Agreement – Lakeshore Learning Materials – Urban Promise Academy Portable Relocation Project – Division of Facilities Planning and Management

**Acton Requested** Approval by the Board of Education of a Purchase Agreement by and between the District and Lakeshore Learning Materials, Carson, CA., for the latter to deliver classroom & office furniture for three portables and six offices, consisting of desks, all-purpose storage units, stackable chairs, one Ergo Glide chair, and clover-shaped tables for the Urban Promise Academy Portable Relocation Project, in an amount not to exceed \$41,232.41, with delivery no later than May 24, 2024, and will diligently perform as required and complete performance by December 31, 2024.

**Discussion** Vendor is providing delivery and purchase of furniture. Bidding is not required because the price is under the bid threshold of \$109,300.

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of a Purchase Agreement by and between the District and Lakeshore Learning Materials, Carson, CA., for the latter to deliver classroom & office furniture for three portables and six offices, consisting of desks, all-purpose storage units, stackable chairs, one Ergo Glide chair, and clover-shaped tables for the Urban Promise Academy Portable Relocation Project, in an amount not to exceed \$41,232.41, with delivery no later than May 24, 2024, and will diligently perform as required and complete performance by December 31, 2024.

**Fiscal Impact** Fund 35 Capital Facilities Fund

**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.** 24-1092

**Department:** Facilities Planning and Management

**Vendor Name:** Lakeshore Learning Materials

**Project Name:** Urban Promise Academy Portable Relocation **Project No.:** 22151

**Contract Term:** Intended Start: May 23, 2024 Intended End: December 31, 2024

**Total Cost Over Contract Term:** \$41,232.41

**Approved by:** Preston Thomas

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?**  Yes (No if Unchecked)

**How was this contractor or vendor selected?**

The District selected Lakeshore Learning Materials based on experience with similar projects they have provided in the past and are currently working for the District.

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

Lakeshore Learning Materials will deliver furniture for three portables for six offices, consisting of desks, all-purpose storage units, stackable chairs, one Ergo Glide chair, and clover-shaped tables for the Urban Promise Site

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District has purchased classroom furniture from Lakeshore Learning Materials for school sites. The District has found that they deliver and work quickly, accurately, efficiently, and at a reasonable cost.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

- Lakeshore Learning Materials will provide furniture for the Urban Promise Portable Relocation Project. Price is under the bidding threshold of \$109,300.00.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**PURCHASE AGREEMENT**

This Agreement is made this 23<sup>rd</sup> day of May, 2024, by and between **Oakland Unified School District**, “District,” and **Lakeshore Learning Materials, LLC** “Vendor,” with respect to the following recitals:

- A. District is a public school district organized and existing under the laws of the State of California.
  
- B. Vendor was selected as the supplier for providing furniture for three Portables for six offices, consisting of desks, all-purpose storage units, stackable chairs, 1 Ergo Glide chair, and clover-shaped tables for the Urban Promise site of the items of equipment, materials, and supplies detailed in the invoice provided by Vendor, which is attached hereto as Exhibit A (“Items”).

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

- 1. Delivery of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: Urban Promise Academy located at 3031 E 18th Street, Oakland, California.
  
- 2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than 24th, May 2024 and will diligently perform as required and complete performance by December 31, 2024. (“Delivery Date”). Time is of the essence in this Contract.
  
- 3. Contract Price. District agrees to pay Vendor the price of FORTY-ONE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS AND FORTY-ONE CENTS (\$41,232.41) within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the Items.
  
- 4. [Not Used].
  
- 5. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
  
- 6. Contractor Responsibility. Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor’s equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed

Purchase Contract Agreement – Lakeshore Learning Materials, LLC – Central Consolidation Move Project - \$41,232.41

contract. Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor's equipment shall be compatible with the District's facilities.

7. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of or failure to perform Vendor's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

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

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

10. [Not Used]

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

insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

14. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

16. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

17. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

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

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

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

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



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

23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

25. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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

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

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

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

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

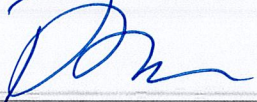


- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- Proposal/Scope


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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

 _____ Preston Thomas, Chief Systems and Services Officer, Facilities	<u>4/26/24</u> Date
 _____ Benjamin Davis, President Board of Education	<u>5/23/2024</u> Date
 _____ Kyla Johnson-Trammell, Secretary and Superintendent, Board of Education	<u>5/23/2024</u> Date

Vendor <b>Lakeshore Learning Materials</b>	
 _____ Signature Christopher Kingston, Bid Analyst	<u>4/24/24</u> Date
[TITLE]	

**APPROVED AS TO FORM:**

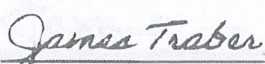
 _____ USD Facilities Legal Counsel	<u>4/24/24</u> Date
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EXHIBIT A

*[attach proposal]*



**QUOTE 28589G**

Lakeshore Learning Materials  
2695 E.Dominguez St Carson, CA 90895  
(310) 537-8600 (800) 421-5354  
www.lakeshorelearning.com

To contact your local representative Stephen Day, please call (800) 421-5354 Ext 7712  
or email sday@lakeshorelearning.com

	<b>Order Total</b>	<b>Order Discount</b>	<b>Freight Savings</b>
<b>Ship to: (1 of 3) - Q71476</b>	\$13,703.30	\$793.36	\$1,983.40
 <b>Ship to: (2 of 3) - Q77643</b> ADD. CLASSRM PORTABLE	\$13,703.30	\$793.36	\$1,983.40
 <b>Ship to: (3 of 3) - Q77644</b> OFFICE PORTABLE	\$13,825.81	\$800.45	\$2,001.13
 <b>Total</b>	<b>\$41,232.41</b>	<b>\$2,387.17</b>	<b>\$5,967.93</b>
		<b>TOTAL DISCOUNT:</b>	<b>\$2,387.17</b>
		<b>TOTAL FREIGHT SAVING:</b>	<b>\$5,967.93</b>
		<b>TOTAL SAVINGS ON THIS ORDER:</b>	<b>\$8,355.10</b>



QUOTE 71476  
 Lakeshore Learning Materials  
 2695 E. Dominguez St Carson, CA 90895  
 (310)537-8600 (800)421-5354  
 www.lakeshorelearning.com

To contact your local representative,  
 Stephen Day, please call (800) 421-5354

Bill to:  
 219200  
 OAKLAND USD  
 1000 BROADWAY ST  
 STE 450  
 OAKLAND CA 94607  
 (510) 535-7062  
 PAMILA MILLET




Ship to:

Comments:  
 PORTABLE B

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.  
 PRICES GOOD FOR 90 DAYS. ITEM AVAILABILITY SUBJECT TO CHANGE  
 FOB DESTINATION:FREE SHIPPING DISCOUNT REFLECTED IN PRICES.  
 PLEASE REFERENCE QUOTE NUMBER 71476 ON YOUR PURCHASE ORDER.

MARY HOBEL - QUOTE AGENT


Entry date: 03/14/2024 Sls: 159 Your reference number: PORTABLE B

Line	Item	Out Of Stock	Ship By	Qty	Description	List	Price	Extended	Image
1	LC517GA			32	<u>Flex-Space Stacking Chair - 17 1/2" - Gray</u>	\$97.99	\$92.11	\$2,947.52	
<p>The contoured design of our supersturdy stacking chairs guarantees years of comfortable seating! Heavy-gauge steel frames and legs are specially designed to resist tipping, while non-marring, self-leveling glides give maximum stability. Plus, the easy-to-clean polypropylene chairs even stack for storage. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.</p>									
2	LC845GA			1	<u>Flex-Space Ergo Glide Mobile Chair - 17 1/2" - Gray</u>	\$199.00	\$187.06	\$187.06	
<p>All the comfort and support of our Flex-Space Ergo Bounce Cantilever Chairs but with 4 smooth-rolling casters—for ultimate flexibility! Featuring steel frames and durable backs, these chairs promote proper posture while providing the perfect amount of give...and come in 3 seat heights for exactly the right fit. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.</p>									
3	LC739			1	<u>Flex-Space Mobile Teacher Desk - Modern Maple</u>	\$1,199.00	\$1,127.06	\$1,127.06	
<p>It's here—the versatile mobile desk teachers have been waiting for! The spacious desktop features a curved collaboration area that's perfect for working with kids one-on-one and an integrated wire management system to keep cords tucked away and tidy. Plus, it's made from rugged laminate on the top and underside—framed by a thick vinyl edgeband for lasting durability. There's even a locking, 3-drawer metal cabinet that's ideal for storing personal belongings, textbooks, files and more! Desk rolls easily on 6 locking casters. Assembly required. Desk measures 57" w x 24 1/2" d x 31" h. Lifetime warranty.</p>									
Which consists of:									
3A	LCTM5724			1	<u>TBLTOP ASSMBLY GUIDE FOR LC739</u>	\$0.00	\$0.00	\$0.00	

Line	Item	Out Of Stock Ship By	Qty	Description	List	Price	Extended	Image
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3B	LCM3112		1	<u>MSTY PNL-LEGS-CSTRS LC259-739</u>	\$0.00	\$0.00	\$0.00	
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3C	LCC2326		1	<u>CABINET - LC739, LC259</u>	\$0.00	\$0.00	\$0.00	
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4	LK414		8	<u>Flex-Space Mobile Clover Table - Modern Maple</u>	\$749.00	\$704.06	\$5,632.48	
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Our uniquely shaped clover table provides a comfortable, ergonomic work area and maximizes surface space—for up to 4 students at once! Featuring tough laminate on both sides, plus smooth, contoured edges covered in thick protective vinyl, the tabletop is designed to withstand years of classroom wear and tear. And the 4 steel legs are fully adjustable and roll on heavy-duty locking casters—for superior mobility and flexibility! Easy assembly. Table measures 48" w x 48" d. Adjusts from 23" to 34" high. Fits chairs 12" to 17 1/2" high. Lifetime warranty.

Which consists of:

4A	LCL23344		8	<u>4EA 23-34IN TABLE LEGS-CASTERS</u>	\$0.00	\$0.00	\$0.00	
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4B	LKT4848		8	<u>48X48 CLOVER TABLE-LK414</u>	\$0.00	\$0.00	\$0.00	
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5	LC962		3	<u>Flex-Space Mobile 2-Shelf All-Purpose Storage Unit</u>	\$899.00	\$845.06	\$2,535.18	
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From supplies and books to teacher's manuals, bins and so much more, our sturdy, versatile unit is perfect for storing all your materials—right within reach! The 2 roomy shelves keep everything super organized... and the unit rolls on 4" locking casters, so it's a cinch to move anywhere you need it. Plus, it's made of wipe-clean melamine to withstand years of tough classroom use. Unit measures 42" w x 19" d x 33 3/4" h. Lifetime warranty.

Subtotal: \$12,429.30  
 10.25% Tax: \$1,274.00  
 Freight Amount: \$0.00  
 Total: \$13,703.30

TOTAL DISCOUNT: \$793.36  
 TOTAL FREIGHT SAVING: \$1,983.40  
 TOTAL SAVINGS ON THIS ORDER: \$2,776.76





QUOTE 77643  
 Lakeshore Learning Materials  
 2695 E. Dominguez St Carson, CA 90895  
 (310)537-8600 (800)421-5354  
 www.lakeshorelearning.com

To contact your local representative,  
 Stephen Day, please call (800) 421-5354

Bill to:  
 219200  
 OAKLAND USD  
 1000 BROADWAY ST  
 STE 450  
 OAKLAND CA 94607  
 (510) 535-7062  
 PAMLA MILLET

Ship to:




Comments:

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.  
 PRICES GOOD FOR 90 DAYS. ITEM AVAILABILITY SUBJECT TO CHANGE  
 FOB DESTINATION: FREE SHIPPING DISCOUNT REFLECTED IN PRICES.  
 PLEASE REFERENCE QUOTE NUMBER 77643 ON YOUR PURCHASE ORDER.

MONICA LOZANO - QUOTE AGENT

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.

Entry date: 03/27/2024 Sls: 159 Your reference number: ADDITIONAL CLASSRM PORTABLE

Line	Item	Out Of Stock Ship By	Qty	Description	List	Price	Extended	Image
1	LC517GA		32	<u>Flex-Space Stacking Chair - 17 1/2" - Gray</u>	\$97.99	\$92.11	\$2,947.52	
<p>The contoured design of our super-sturdy stacking chairs guarantees years of comfortable seating! Heavy-gauge steel frames and legs are specially designed to resist tipping, while non-marring, self-leveling glides give maximum stability. Plus, the easy-to-clean polypropylene chairs even stack for storage. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.</p>								
2	LC845GA		1	<u>Flex-Space Ergo Glide Mobile Chair - 17 1/2" - Gray</u>	\$199.00	\$187.06	\$187.06	
<p>All the comfort and support of our Flex-Space Ergo Bounce Cantilever Chairs but with 4 smooth-rolling casters—for ultimate flexibility! Featuring steel frames and durable backs, these chairs promote proper posture while providing the perfect amount of give...and come in 3 seat heights for exactly the right fit. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.</p>								
3	LC739		1	<u>Flex-Space Mobile Teacher Desk - Modern Maple</u>	\$1,199.00	\$1,127.06	\$1,127.06	
<p>It's here—the versatile mobile desk teachers have been waiting for! The spacious desktop features a curved collaboration area that's perfect for working with kids one-on-one and an integrated wire management system to keep cords tucked away and tidy. Plus, it's made from rugged laminate on the top and underside—framed by a thick vinyl edgeband for lasting durability. There's even a locking, 3-drawer metal cabinet that's ideal for storing personal belongings, textbooks, files and more! Desk rolls easily on 6 locking casters. Assembly required. Desk measures 57" w x 24 1/2" d x 31" h. Lifetime warranty.</p>								

Line	Item	Out Of Stock Ship By	Qty	Description	List	Price	Extended	Image
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Which consists of:

3A	LCTM5724		1	<u>TBLTOP ASSMBLY GUIDE FOR LC739</u>	\$0.00	\$0.00	\$0.00	
3B	LCM3112		1	<u>MSTY PNL-LEGS-CSTRS LC259-739</u>	\$0.00	\$0.00	\$0.00	
3C	LCC2326		1	<u>CABINERY - LC739, LC259</u>	\$0.00	\$0.00	\$0.00	

4	LK414		8	<u>Flex-Space Mobile Clover Table - Modern Maple</u>	\$749.00	\$704.06	\$5,632.48	
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Our uniquely shaped clover table provides a comfortable, ergonomic work area and maximizes surface space—for up to 4 students at once! Featuring tough laminate on both sides, plus smooth, contoured edges covered in thick protective vinyl, the tabletop is designed to withstand years of classroom wear and tear. And the 4 steel legs are fully adjustable and roll on heavy-duty locking casters—for superior mobility and flexibility! Easy assembly. Table measures 48" w x 48" d. Adjusts from 23" to 34" high. Fits chairs 12" to 17 1/2" high. Lifetime warranty.



Which consists of:

4A	LCL23344		8	<u>4EA 23-34IN TABLE LEGS-CASTERS</u>	\$0.00	\$0.00	\$0.00	
4B	LKT4848		8	<u>48X48 CLOVER TABLE-LK414</u>	\$0.00	\$0.00	\$0.00	

5	LC962		3	<u>Flex-Space Mobile 2-Shelf All-Purpose Storage Unit</u>	\$899.00	\$845.06	\$2,535.18	
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From supplies and books to teacher's manuals, bins and so much more, our sturdy, versatile unit is perfect for storing all your materials—right within reach! The 2 roomy shelves keep everything super-organized...and the unit rolls on 4" locking casters, so it's a cinch to move anywhere you need it. Plus, it's made of wipe-clean melamine to withstand years of tough classroom use. Unit measures 42" w x 19" d x 33 3/4" h. Lifetime warranty.



Subtotal: \$12,429.30  
 10.25% Tax: \$1,274.00  
 Freight Amount: \$0.00  
 Total: \$13,703.30

TOTAL DISCOUNT: \$793.36  
 TOTAL FREIGHT SAVING: \$1,983.40  
 TOTAL SAVINGS ON THIS ORDER: \$2,776.76





QUOTE 77644  
 Lakeshore Learning Materials  
 2695 E. Dominguez St Carson, CA 90895  
 (310)537-8600 (800)421-5354  
 www.lakeshorelearning.com

To contact your local representative,  
 Stephen Day, please call (800) 421-5354

Bill to:  
 219200  
 OAKLAND USD  
 1000 BROADWAY ST  
 STE 450  
 OAKLAND CA 94607  
 (510) 535-7062  
 PAMILA MILLET

Ship to:

Comments:


PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER,  
 PRICES GOOD FOR 90 DAYS. ITEM AVAILABILITY SUBJECT TO CHANGE  
 FOB DESTINATION:FREE SHIPPING DISCOUNT REFLECTED IN PRICES.  
 PLEASE REFERENCE QUOTE NUMBER 77644 ON YOUR PURCHASE ORDER.

MONICA LOZANO - QUOTE AGENT

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.

Entry date: 03/27/2024 Sts: 159 Your reference number: OFFICE PORTABLE

Line	Item	Out Of Stock Ship By	Qty	Description	List	Price	Extended	Image
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1	LC739		6	<u>Flex-Space Mobile Teacher Desk - Modern Maple</u>	\$1,199.00	\$1,127.06	\$6,762.36	
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It's here—the versatile mobile desk teachers have been waiting for! The spacious desktop features a curved collaboration area that's perfect for working with kids one-on-one and an integrated wire management system to keep cords tucked away and tidy. Plus, it's made from rugged laminate on the top and underside—framed by a thick vinyl edgeband for lasting durability. There's even a locking, 3-drawer metal cabinet that's ideal for storing personal belongings- textbooks, files and more! Desk rolls easily on 6 locking casters. Assembly required. Desk measures 57" w x 24 1/2" d x 31" h. Lifetime warranty.


Which consists of:

1A	LCTM5724		6	<u>TBLTOP ASSMBLY GUIDE FOR LC739</u>	\$0.00	\$0.00	\$0.00	
1B	LCM3112		6	<u>MSTY PNL-LEGS-CSTRS LC259-739</u>	\$0.00	\$0.00	\$0.00	
1C	LCC2326		6	<u>CABINET - LC739, LC259</u>	\$0.00	\$0.00	\$0.00	

Line	Item	Out Of Stock Ship By	Qty	Description	List	Price	Extended	Image
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2	LC228		6	<u>Flex-Space 2-Shelf All-Purpose Storage Unit - Modern Maple</u>	\$529.00	\$497.26	\$2,983.56	
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Our durable, all-purpose unit stores it all—books, supplies, teacher's manuals and more! Perfect for organizing classrooms, our extra-spacious, easy-access unit is designed to meet a variety of storage needs. Plus, the sturdy unit is made of wipe-clean laminate that withstands years of classroom use. Unit measures 36" w x 14 1/2" d x 31 3/4" h. Lifetime warranty.

3	LC808		3	<u>Flex-Space Mobile Student Desk for Two - Modern Maple</u>	\$599.00	\$563.06	\$1,689.18	
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Designed for two students to sit comfortably side by side, our mobile desk provides generous surface space to work with hands-on materials, collaborate on projects and more! The durable desktop has laminate on the top and bottom...and features rounded corners with rugged vinyl edging. Plus, the desk's full-steel frame and 4 adjustable steel legs with locking casters make it super-sturdy—and versatile! Easy assembly. Desk measures 54" w x 24" d. Adjusts from 23" to 34" high. This Lakeshore item is protected by Patent No. D878837. Lifetime warranty.

Which consists of:

3A	LCL23344		3	<u>4EA 23-34IN TABLE LEGS-CASTERS</u>	\$0.00	\$0.00	\$0.00	
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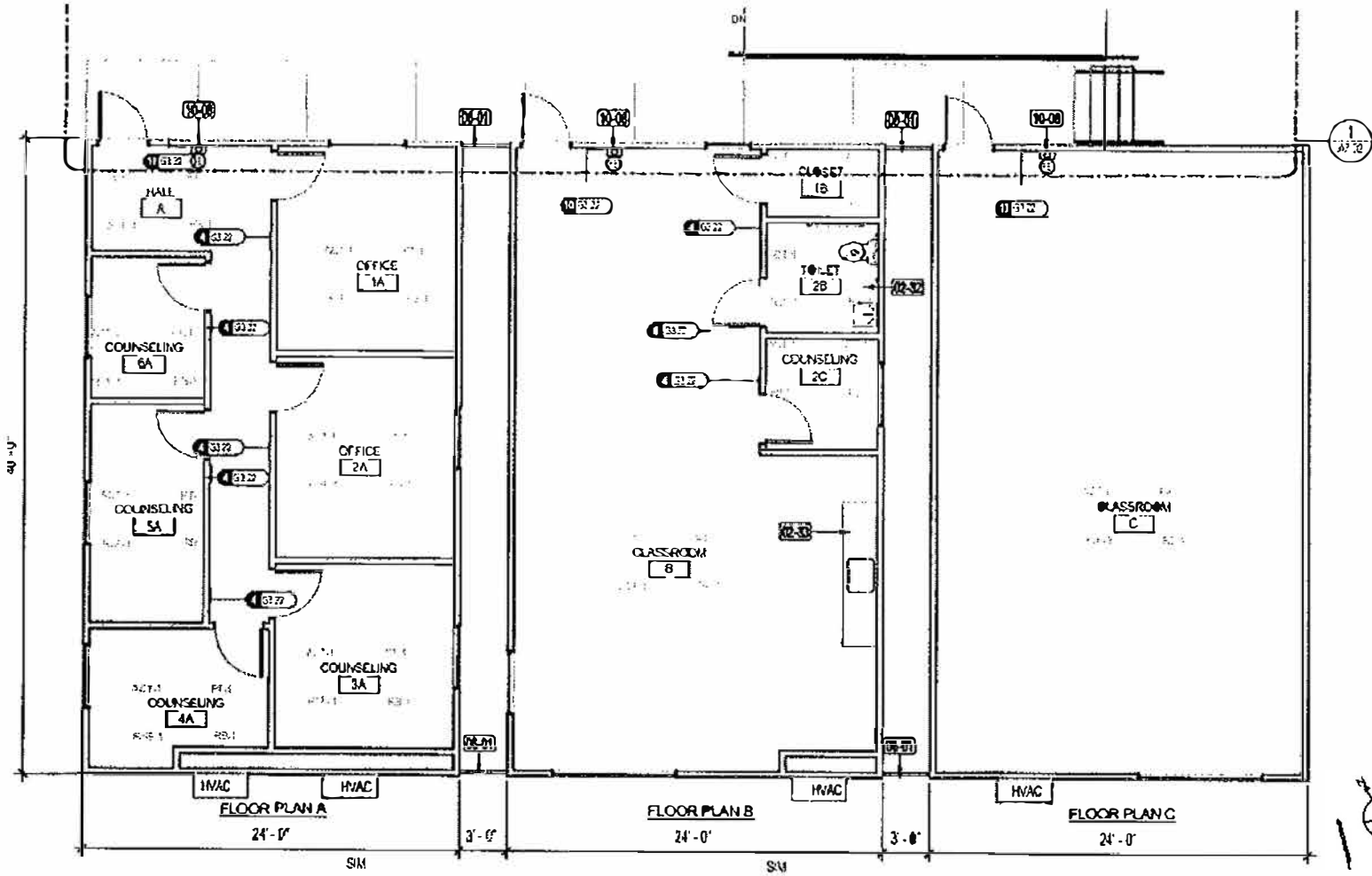
3B	LC72454WM		3	<u>24IN DEPTH MBL TABLE-LC808</u>	\$0.00	\$0.00	\$0.00	
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4	LC517GA		12	<u>Flex-Space Stacking Chair - 17 1/2" - Gray</u>	\$97.99	\$92.11	\$1,105.32	
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The contoured design of our super-sturdy stacking chairs guarantees years of comfortable seating! Heavy-gauge steel frames and legs are specially designed to resist tipping, while non-marring, self-leveling glides give maximum stability. Plus, the easy-to-clean polypropylene chairs even stack for storage. Measurements given are for seat heights. For help choosing the right size chairs, please see the size chart. Lifetime warranty.

Subtotal: \$12,540.42  
 10.25% Tax: \$1,285.39  
 Freight Amount: \$0.00  
 Total: \$13,825.81

TOTAL DISCOUNT: \$800.45  
 TOTAL FREIGHT SAVING: \$2,001.13  
 TOTAL SAVINGS ON THIS ORDER: \$2,801.58



**1** PORTABLE FLOOR PLANS  
 3/16" = 1'-0"



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2024

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).


<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	<b>CONTACT NAME:</b> Bradley Warren <b>PHONE (A/C No, Ext):</b> 949-900-1780 <b>E-MAIL ADDRESS:</b> occerts@MarshMMA.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0H18131 LAKESEQUIP	<b>INSURER A:</b> Hartford Fire Insurance Company	<b>NAIC #</b> 19682
<b>INSURED</b> Lakeshore Learning Materials, LLC 2695 E. Dominguez Street Carson CA 90895	<b>INSURER B:</b> Sentry Casualty Company	<b>NAIC #</b> 28460
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 291947228** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		72ECOSOF7567	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7UENCG6716	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9016910001	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Hired Auto Physical Damage:  
 Limit - \$50,000  
 Comprehensive Ded - \$500  
 Collision Ded - \$1,000  
 Oakland Unified School District is included as Additional Insured with respects to General Liability, where required by written contract, per the attached endorsement.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1000 Broadway Street, Suite 450 Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Urban Promise Academy Portable Relocation	<b>Site</b>	236
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

Contractor Name	Lakeshore Learning Materials	Agency's Contact	Brent Collins			
OUSD Vendor ID #	002477	Title	Owner			
Street Address	2695 E Dominguez Street	City	Carson	State	CA	Zip 90895
Telephone	(800)-421-5354 Ext 7712	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	22151					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	5-23-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		New Date of Contract End (If Any)	

**Compensation/Revised Compensation**

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$41,232.41
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

**Budget Information**

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
7710/9916	Fund 35	350-7710-0-9916-8500-4432-236-9180-9903-9999-22151	4432	\$41,232.41

**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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>	<b>Signature</b>	<i>H. Chaf</i>	<b>Date Approved</b>	4/26/24
2.	<b>General Counsel, Facilities</b>	<b>Signature</b>	<i>James Traber</i>	<b>Date Approved</b>	4/24/24
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>	<b>Signature</b>	<i>[Signature]</i>	<b>Date Approved</b>	4/26/24
4.	<b>Chief Financial Officer</b>	<b>Signature</b>		<b>Date Approved</b>	
5.	<b>President, Board of Education</b>	<b>Signature</b>		<b>Date Approved</b>	