



Board Office Use: Legislative File Info.	
File ID Number	22-1035
Introduction Date	May 25, 2022
Enactment Number	22-0789
Enactment Date	5/25/2022 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Kimberly Raney, Executive Director of Transportation & Logistics
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

Meeting Date May 25, 2022

Subject Resolution No. 2122-0043 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into Torrance Unified School District.

Ask of the Board Adoption of Resolution No. 2122-0043- Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into Torrance Unified School District.

Background Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

Discussion Torrance Unified School District (“TUSD”) issued Bid 10-04.09.19 for Classroom & Office Furniture. Lakeshore Learning submitted a bid and was awarded the contract (“Lakeshore Learning Contract”).

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Lakeshore Learning Contract is in the best interest of the District. The Resolution then accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of \$1,300,000 through May 5, 2023, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a 6% discount and free shipping on all orders.

Fiscal Impact

Up to \$1,300,000 each fiscal year from various District-wide accounts.

Attachment

- Resolution No. 2122-0043 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into Torrance Unified School District
- Piggyback Agreement Between Lakeshore Learning and Oakland Unified School District
- Torrance Unified School District Bid Extension

**RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2122-0043

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With
Lakeshore Learning Properly Entered Into Torrance Unified School District**

WHEREAS, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

WHEREAS, Torrance Unified School District (“TUSD”) solicited bids under Bid #10-04.0919 for Classroom & Office Furniture.

WHEREAS, Lakeshore Learning submitted a bid and was awarded the contract on or about May 6, 2019 (“Agreement”); and

WHEREAS, the Lakeshore Learning Contract may be extended by mutual consent and may not exceed five years, May 2024.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education (“Board”) finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of Lakeshore Learning and TDUSD and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with Lakeshore Learning and hereby accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of \$1,300,000 through May 5, 2023, and approves the Piggyback Agreement with Lakeshore Learning.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 25 day of May, 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Student Director Samantha Pal, Student Director Natalie Gallegos Chavez, Mike Hutchinson

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on _____ May 25 _____, 2022.

Legislative File	
File ID Number:	22-1035
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By:	os

OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education



PIGGYBACK AGREEMENT

This Piggyback Agreement ("Piggyback") is entered into this 25th day of May, 2022 ("Effective Date") by and between the Oakland Unified School District ("OUSD") and Lakeshore Learning ("VENDOR", together with "OUSD," "PARTIES").

WHEREAS, VENDOR is part of and subject to that certain Bid/Agreement #10-04.09.19("Agreement") by and between VENDOR and the Torrance Unified School District;

WHEREAS, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

WHEREAS, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

WHEREAS, Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it is in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

WHEREAS, the OUSD Board of Education has determined that it is in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. **Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.
2. **Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed \$1,300,000.
3. **Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.
4. **Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

5. **Notices.** All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to VENDOR:

Lakeshore Learning
2695 E. Dominquez St.
Carson, CA 90895
Attn: Mike Duong

With a copy to:

Lakeshore Learning
2695 E. Dominquez St.
Carson, CA 90895
Attn: Office of the General
Counsel

If to OUSD:

Oakland Unified School District
900 High Street
Oakland, California 94601
Attn: Procurement

With a copy to:

Oakland Unified School District
1000 Broadway, Suite 300
Oakland, California 94607
Attn: Office of the General
Counsel

6. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
7. **All Documents Publicly Posted.** This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.
8. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.
9. **Litigation.** This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.
10. **Signature Authority.** Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

VENDOR

Name: Sung Kim Signature: 

Position: Bid Analyst for Lakeshore Learning Materials, LLC Date: 4/11/2022

OUSD

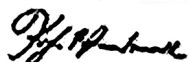
Name: Gary Yee Signature: 

Position: President, Board of Education Date: 5/26/2022

☒ Board President

☐ Superintendent

☐ Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: 

Position: Secretary, Board of Education Date: 5/26/2022

SECRETARY'S CERTIFICATE

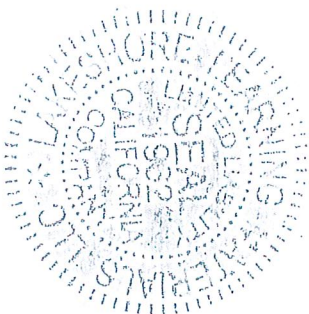
The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California limited liability company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on October 6, 2021; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Admin Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 11th day of April, 2022.



Bo Kaplan
Secretary



April 11, 2022

Oakland Unified School District
Attn: Francisco Flores
900 High Street
Oakland, California 94601

RE: Oakland Unified School District Piggyback Bid

Dear Francisco Flores and Oakland Unified School District staff,

Lakeshore is pleased to invite Oakland Unified School District to utilize our awarded bid with Torrance Unified School District for Bid #10-04.09.19 Classroom & Office Furniture, which permits piggybacking. Below is the information for this bid and attached is a copy of the contract and contract extensions. Please be sure to reference the bid number on your purchase orders to receive the discount and freight terms.

Agency Name:	Torrance Unified School District
Bid/Agreement Number & Name:	Bid #10-04.09.19 Classroom & Office Furniture
Terms:	6% Discount, no minimum purchase amount / Free Freight on all orders in the contiguous U.S, no minimum purchase amount
Expiration Date:	05/05/2023

Please let me know if you have any questions. We appreciate Oakland Unified School District's continued partnership with Lakeshore.

Sincerely,



Sung Kim
Bid Analyst
Lakeshore Learning Materials



Agenda Item Details

Meeting	Mar 21, 2022 - Regular Meeting of the Board of Education
Category	17. ADMINISTRATIVE SERVICES CONSENT ITEMS
Subject	17.11 Approve Extension of Contracts for Bid No. 10-04 .09.19 - Classroom & Office Furniture
Access	Public
Type	Action
Recommended Action	That approval be given to extend contracts for Bid No. 10-04.09.19 - Classroom & Office Furniture effective May 6, 2022 through May 5, 2023, to be funded from various sources, including, but not limited to, General Fund, Categorical Programs, and Nutrition Services.

Public Content

Summary:

Board approval is requested to extend contracts for Bid No. 10-04.09.19 Classroom & Office Furniture effective May 6, 2022, through May 5, 2023.

The Board of Education, at its meeting on May 6, 2019, awarded seven contracts for Bid No. 10-04.09.19. Pursuant to the terms of the contract and California Education Code Section 17596/81644, this bid may be extended by mutual consent and may not exceed five years.

Approval is requested to extend contracts for one additional year to the following seven vendors based on their satisfactory performance and compliance with the contract. Each vendor has accepted the renewal, pursuant to the pricing and terms for multi-year extensions that includes discounts from current manufacturer's price lists.

1. CM School Supply
2. Culver-Newlin
3. ELB Education
4. Lakeshore Learning
5. McDowell-Craig
6. METEOR Education
7. Office Solutions (Blue Space Interiors)

This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652). A technology clause is included in the bid, allowing product and component upgrades that meet the general technical requirements of a school district. School districts will also be able to use a catalog discount from the most current manufacturer's catalog.

Financial Impact:

Funding may be provided from various sources, including, but not limited to, General Fund, Categorical Programs, and Nutrition Services.

Requested By:

Superintendent
Chief Business Officer
Director - Purchasing and Communication Services

Year 4 Renewal Letters_Bid No. 10-04.09.19 Classroom & Office Furniture.pdf (5,643 KB)

Administrative Content

Motion & Voting

That approval be given to extend contracts for Bid No. 10-04.09.19 - Classroom & Office Furniture effective May 6, 2022 through May 5, 2023, to be funded from various sources, including, but not limited to, General Fund, Categorical Programs, and Nutrition Services.

Motion by James Han, second by Jeremy Gerson.

Final Resolution: Motion Carries

Aye: Betty Lieu, James Han, Jeremy Gerson, Jasmine Park

Not Present at Vote: Anil Muhammed