

Board Office Use: Legislative File Info.	
File ID Number	24-2430
Introduction Date	10-23-2024
Enactment Number	24-1992
Enactment Date	10/23/2024 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date October 23, 2024

Subject Purchase Agreement – Building Block Interiors, Inc. – Cole Administration Center Furniture Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the Purchase Agreement by and between the **District** and **Building Block Interiors, Inc.**, Fremont, CA, for purchase and delivery of 13 phone booths which includes height adjustable stools for the Cole Administration Center Furniture Project, in the total amount of **\$114,043.28**, which includes a contingency allowance of \$12,500.00, with work scheduled to commence on **October 24, 2024**, and scheduled to last until **January 31, 2025**, pursuant to the Contract.

Discussion Contractor was selected through competitive bidding. (Public Contract Code §22037)

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education to the Purchase Agreement by and between the District and Building Block Interiors, Inc., Fremont, CA, for purchase and delivery of 13 phone booths which includes height adjustable stools for the Cole Administration Center Furniture Project, in the total amount of \$114,043.28, which includes a contingency allowance of \$12,500.00, with work scheduled to commence on October 24, 2024, and scheduled to last until January 31, 2025, pursuant to the Contract.

Fiscal Impact Fund 21, Building Funds, Measure Y

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. 24-2430

Department: Facilities Planning and Management

Vendor Name: Building Block Interiors, Inc.

Project Name: Cole Administration Center Furniture

Project No.: 19119

Contract Term: Intended Start: October 24, 2024

Intended End: January 31, 2025

Total Cost Over Contract Term: \$114,043.28

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?

Building Block Interiors, Inc. was selected by the District as the lowest responsible and responsive bid.

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

Building Block Interiors, Inc. will provide and delivery of 13 phone booths which include height adjustable stools for the Cole Administration Center Furniture Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive

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 \$114,500 or less (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:


- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ 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 \$114,500 (as of 1/1/24)
- ☐ 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:



Oakland Unified School District
L/SL/RBE Verification
Calculations & Analysis Worksheet

Site: Cole Admin Center

Project Name: Phone Booth Installation Project (Furniture)

Project Number: 19119

Submittal From	Prime/Sub	Proposed S/LBE Status	LBP Credit Given	Proposed L/SL/RBE Contract Amount	Proposed Contract %	50% LBU Requirement Met	LBU Bid Discount (% and Dollar Amount)	Notes
Building Block Interior, Inc.	Building Block Interior, Inc.	n/a	n/a	\$0.00	0.00%	NO		No LBU Certification Information Provided
					0.00%			
					0.00%			
					0.00%			
					0.00%			
Total Proposed Contract Amount:				\$114,043.28				
Total Proposed LBU Participation:				\$0.00	0.00%		0.00%	SLRBE % 0.00% SLBE % 0.00% LBE % 0.00%
Base Bid (With Discount)				\$114,043.28			\$0.00	This firm does not meet the minimum OUSD LBU requirements.
Blaisdell's Business Products	Blaisdell's Business Products	n/a	LBE	\$101,427.00	100.00%	NO	0.00%	City of Oakland - LBE Confirmed LBE Credit Given
					0.00%			LBU Worksheet not provided; however firm is a certified local business (LBE). Provided the listed firm performs 100% of the services outlined for this scope, firm will achieve 100% LBE however, will not meet the District's full LBU Requirement.
					0.00%			
					0.00%			
					0.00%			
Total Proposed Contract Amount:				\$101,427.00			0.00%	
Total Proposed LBU Participation:				\$101,427.00	100.00%		0.00%	SLRBE % 0.00% SLBE % 0.00% LBE % 100.00%
Base Bid (With Discount)				\$101,427.00			\$0.00	This firm does not meet the minimum OUSD LBU requirements.
School Specialty, LLC	Interior Management Group Plus	SLBE	n/a	\$15,221.91	16.82%	NO		No LBU Credit Given - Firms Outside of Geographic Location (Oakland)
	Friant	LBE	n/a	\$75,292.23	83.18%			
				0	0			
				0	0			
					0			
Total Proposed Contract Amount:				\$90,514.14			0.00%	
Total Proposed LBU Participation:				\$0.00	0.00%		0.00%	SLRBE % 0.00% SLBE % 0.00% LBE % 0.00%
Base Bid (With Discount)				\$90,514.14			\$0.00	This firm does not meet the minimum OUSD LBU requirements.

LBU Justification

☒ **LBU Requirement** - The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.

☐ **LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)


☐ **LBU Complete Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.


N/A

Non Responsive:
Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Building Block Interior, Inc.
School Specialty, LLC
Blaisdell's Business Products



Approval - LBU Compliance Officer



Prepared by 360 Total Concept
LBU Calculations - Cole Admin Center - Phone Booth Installation Project (Furniture) - 09.2024
Professional Services

[EXTERNAL] LBU Calculations - Cole Admin Center - Phone Booth Installation (Furniture)

External

Pam

Search for all messages with label Pam

Remove label Pam from this conversation

Tiffany

Search for all messages with label Tiffany

Remove label Tiffany from this conversation



Tiffany Knuckles

Thu, Sep 19,
1:45 PM (7 days
ago)

to me, Colland, KENYA, DAVID, Pranita, PAMILA, Shonda, Shonnell, Blake

Good Afternoon Juanita and Colland,

Attached, please see findings and associated LBU Calculations Worksheet re:

Site: Cole Admin Center

Project Name: Phone Booth Installation (Furniture)

Findings:

Based on the Local Business Utilization (LBU) information received, **there are no responsive submissions at this time**, as submitting firms did not meet the minimum OUSD LBU requirements.

As there are currently no submissions which meet the LBU Requirement as expressed at the time of bid, should the District decide to move forward with this procurement, they do so with the understanding that the firm selected was not in compliance with the stated LBU requirement.

Please do not hesitate to contact me with any questions and/or concerns.

Thank you,



Tiffany Knuckles

Community Relations Manager

360 Total Concept Inc.

www.360tcpr.com 510.473.5603 (Direct) | 510.836.0360 (Office)

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE AGREEMENT

This Agreement is made this 24 day of October, 2024, 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. 19119** 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. Delivery of Items. Vendor agrees to deliver the Items to District at the following address: 1011 Union Street, Oakland, CA 94607.
2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than November 31, 2024, (“Delivery Deadline”). Time is of the essence in this Contract.
3. Contract Price. District agrees to pay Vendor the price of **One Hundred Fourteen Thousand Forty-Three Dollars and Twenty-Eight Cents (\$114,043.28)**, which includes a contingency fee of **\$12,500.00**, within forty-five (45) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the Items.
4. Liquidated Damages. 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. 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. 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.

7. 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.

8. 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.

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 \$1,000,000 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

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

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

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

22. [Not Used]

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

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

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

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

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

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

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

30. Local Business. 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. Forms. 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 Description of the Items, the Bid Form, this Agreement.


32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to

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

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

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

CONTRACTOR:

Signature: 

Name: Brett Collins Date: 9-25-24

(Chairman, Pres., or Vice-Pres. President

Signature 


Name: Brett Collins Date: 9-25-24

(Secretary, Asst. Secretary, CFO, or Asst. Treasure) Secretary

OAKLAND UNIFIED SCHOOL DISTRICT


Benjamin Davis, President, Board of Education

10/24/2024
Date


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

10/24/2024
Date


Preston Thomas (Sep 27, 2024 10:08 PDT)
Preston Thomas, Chief
Systems & Services Officer

Sep 27, 2024
Date

Approved As To Form:

Mark Williams 09/26/2024

OUSD Facilities Legal Counsel

Date

Cole Administration Center – Building Block Interiors, Inc. - \$114,043.28
Furniture Purchase
Project No. 19119

Bid Form

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

AMOUNT OF BID:

<p><u>One hundred one thousand five hundred forty three and twenty eight</u> Dollars</p> <p><i>Bid Amount Without Contingency Allowance</i></p>	<p><u>\$ 101,543.28</u></p>
<p><u>Twelve Thousand, Five Hundred</u> Dollars</p> <p><i>Total of Allowances (see Section IV of Agreement)</i></p>	<p><u>\$12,500.00</u></p>
<p><u>One hundred fourteen thousand forty-three and 28</u> Dollars</p> <p><i>Total Base Bid Amount</i></p>	<p><u>\$ 114,043.28</u></p>
<p>By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.</p>	

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

Cole Administration Center
Furniture Purchase
Project No. 19119

INDIVIDUAL:

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.


Dated: _____, 20__

(Name)
General Partner


CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: September 16th, 20 24



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



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

Cole Administration Center
Furniture Purchase
Project No. 19119

BID BOND

[attach form]

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0063577 11-24
CASHIER'S CHECK 6357706308

121018

11-24
121018

BRETT COLLINS
K104029

PAY TO THE ORDER OF ***OAKLAND UNIFIED SCHOOL DISTRICT***

September 13, 2024

Twelve Thousand and 00/100 -US Dollars

\$12,000.00

VOID IF OVER US \$ 12,000.00

WELLS FARGO BANK, N.A.
2975 E OCOTILLO RD
CHANDLER, AZ 85249
FOR AUTOMATED CHECK VERIFICATION
CALL: (480) 394-3122

Authorized Signature

6357706308 12100024814861 511434

Cole Administration Center
Furniture Purchase
Project No. 19119

BID BOND
DOCUMENT 00 40 00

Bond Number: Cashiers Check Serial #6357706308

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Building Block Interiors, Inc. as Principal and
Building Block Interiors, Inc. as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Twelve Thousand Dollars (\$ 12,000) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of 13 Phone Booths in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
COLE ADMINISTRATION CENTER
FURNITURE PURCHASE
PROJECT NO. 19119

BID BOND
DOCUMENT 00 40 00

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE SPECIFICATIONS

Bid No. 19119

Oakland Unified School District (District) is seeking bids for purchase and delivery of thirteen phone booths and installed at the New Cole Administration Center Building. The scope is subject to prevailing wage regulations and a payment bond is required.

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:

Pamila Henderson, Project Manager, Oakland Unified School District, 955 High Street, Oakland, CA 94601, telephone: 510-943-8247, e-mail: pamilam.henderson@ousd.org.

SCHEDULE

Bids Due: September 17, 2024, by 2:00 p.m.

Anticipated Date of Board's Award of Contract: November 13, 2024

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 October 1, 2024 in accordance with the District specifications noted in these bid documents.

The Board's award of the contract is anticipated on November 13, 2024, with a Notice of Award of Contract anticipated to be issued on or about November 14, 2024.

The successful bidder ("Vendor") shall deliver the Items by October 1, 2024.

Cole Administration Center
Furniture Purchase
Project No. 19119

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 ay 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,

Cole Administration Center
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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 forty-five (45) 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'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 Pamela Henderson, Project Manager, Oakland Unified School District, 510-943-8247.

Cole Administration Center
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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.

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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, Automobile Liability combined single limit \$1,000,000, and Worker's Comp \$1,000,000, 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, and, (b) 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 "COLE ADMINISTRATION CENTER FURNITURE PURCHASE BID - Bid No. 19119" on the outside. The bid is to be delivered to FACILITIES PLANNING & MANAGEMENT DEPARTMENT- ATTN: JUANITA HUNTER, CONTRACT SPECIALIST, BIDS, OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601, not later than September 17, 2024 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 Pamila Henderson, Project Manager 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.

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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

<u>ITEM</u>	<u>QUANTITY</u>
Phone booths will come with height adjustable stools, and a wall-mounted worktop. Phone booths will include a ventilation fan and motion activated LED lights.	13

Cole Administration Center
Furniture Purchase
Project No. 19119

Oakland Unified School District

BID PACKAGE
for purchase of
(13) Phone Booths Delivery &
Installation

Bid No. 19119

*Cole Administration Center Furniture
Purchase*

Bid Opening: September 17, 2024

Time: 2:00 p.m.

**Place: 955 High Street
Oakland, CA 94601**

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INVITATION FOR BIDS

Bid No. 19119

The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for **BID NO. 19119** for the award of a contract for thirteen phone booths along with the provision of stools for each phone booth to be delivered, and installed at the New Cole Administration Center Building. The phone booths will come with height adjustable stools, and a wall-mounted worktop. The phone booths will include a ventilation fan and motion activated LED lighting. The scope is subject to prevailing wage regulations, by 2:00 p.m., on September 17, 2024, 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 excepted.

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 may uploaded from the OUSD home page: <https://www.ousd.org/facilities-planning-management/opportunities/contract-opportunities/bids>
Further information may be obtained from Juanita Hunter, Contract Specialist, Bids, in the Facilities Planning and Management Office, 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) September 5, 2024 (2) September 12, 2024

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE SPECIFICATIONS

Bid No. 19119

Oakland Unified School District (District) is seeking bids for purchase and delivery of thirteen phone booths and installed at the New Cole Administration Center Building. The scope is subject to prevailing wage regulations and a payment bond is required.

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:

Pamila Henderson, Project Manager, Oakland Unified School District, 955 High Street, Oakland, CA 94601, telephone: 510-943-8247, e-mail: pamilam.henderson@ousd.org.

SCHEDULE

Bids Due: September 17, 2024, by 2:00 p.m.

Anticipated Date of Board's Award of Contract: November 13, 2024

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 October 1, 2024 in accordance with the District specifications noted in these bid documents.

The Board's award of the contract is anticipated on November 13, 2024, with a Notice of Award of Contract anticipated to be issued on or about November 14, 2024.

The successful bidder ("Vendor") shall deliver the Items by October 1, 2024.

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 ay 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.

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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 forty-five (45) calendar days.

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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'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 Pamela Henderson, Project Manager, Oakland Unified School District, 510-943-8247.

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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.
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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, Automobile Liability combined single limit \$1,000,000, and Worker's Comp \$1,000,000, 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.
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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, and, (b) 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 "COLE ADMINISTRATION CENTER FURNITURE PURCHASE BID - Bid No. 19119" on the outside. The bid is to be delivered to FACILITIES PLANNING & MANAGEMENT DEPARTMENT- ATTN: JUANITA HUNTER, CONTRACT SPECIALIST, BIDS, OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601, not later than September 17, 2024 at 2:00 p.m. The District reserves the right to open bids at that time or at a later time.
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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.
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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.

ReddiSpace

QuickTime Pod



QuickTime Pod Includes

- Steel exterior with tempered glass door
- Casters
- Acoustical interior
- Motion activated LED lighting
- Ventilation fan
- 9' cord
- (1) plug, (1) USB-A, and (1) USB-C port
- Order furniture separately, see below for options

Specification Options

Casing: see page 7
Interior: see page 7
Carpet: see page 8

Order Example

Casing: CW Cloud White
Interior: 18 Grey
Carpet: GR Grey

description	model #	height	width	depth	list price
QuickTime ReddiSpace Pod, small	FFLEX-S	86.5"	40.5"	40.5"	Contact Sales Rep for Pricing

Optional Furniture for QuickTime Pod



Wall-mounted
Worktop

Wall-mounted Worktop

- 12"D x 24"W
- For use with QuickTime Pod only
- Hardware is included
- Specify Top Finish: see page 8
- Edge to match

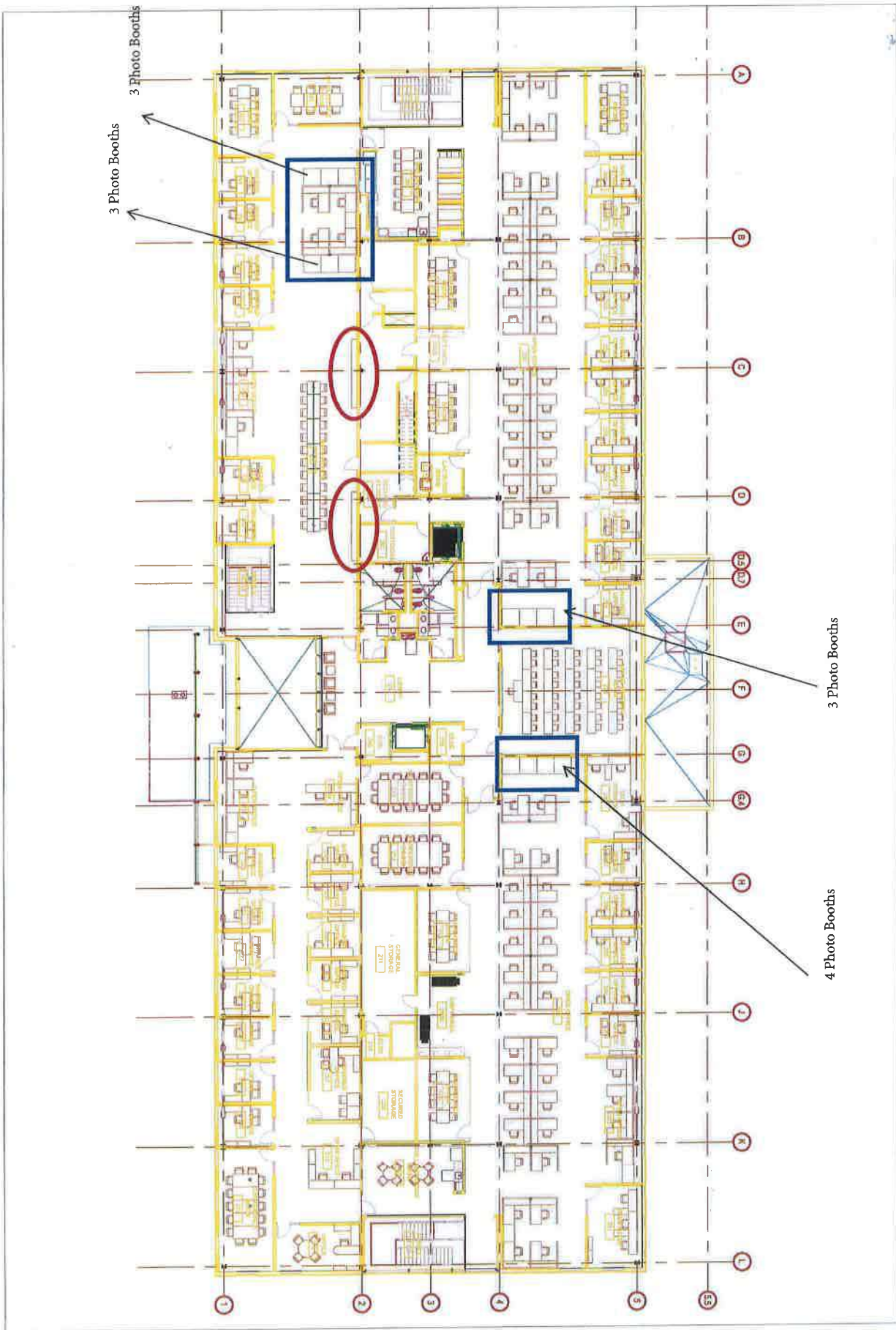


Adjustable
Height Stool

Adjustable Height Stool

- For use with QuickTime Pod only
- White base with grey cushion

description	model #	width	depth	list price
Wall-mounted Worktop	FFLEX.S.WS1224	24"	12"	Contact Sales Rep for Pricing
Adjustable height Stool	FFLEX.S.STOOL	-	-	Contact Sales Rep for Pricing



ADDENDUM NO. 1

September 12, 2024

Cole Administration Center Project OAKLAND UNIFIED SCHOOL DISTRICT

OUSD PROJECT NUMBER 19119

Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the Bid Documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

Addendum No. 1

The Addendum to cover the providing the Performance Bond and correct Contract Agreement.

Description:

Item #1: Providing the Correct Contract for this project.

Item #2: Providing the Performance Bond.

See attached Documents.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED ON
THE FORM OF PROPOSAL**

End of Addendum No. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2024

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 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 PROPERTY ONE INS SERVICES INC/PHS 57101431 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Building Block Interiors Inc. 44081 S GRIMMER BLVD FREMONT CA 94538	INSURER A: Hartford Casualty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS															
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG															
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)															
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE															
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57 WEC AR1MDA	02/10/2024	02/10/2025	<table border="1"><tr><td>X</td><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td colspan="3">E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td colspan="3">E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td colspan="3">E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	X	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT			\$1,000,000	E.L. DISEASE - EA EMPLOYEE			\$1,000,000	E.L. DISEASE - POLICY LIMIT			\$1,000,000
X	PER STATUTE	OTH-ER																				
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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDEROakland Unified School District and
District Parties
955 HIGH ST
OAKLAND CA 94601**CANCELLATION**

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

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2024

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).

PRODUCER Mohammad Khan(967228C) 861 E Stanley Blvd Livermore CA 94550-4008		CONTACT NAME: Mohammad Khan PHONE (A/C, NO, EXT): 925-373-6852 FAX (A/C, NO): 925-665-0475 E-MAIL ADDRESS: mkhan5@farmersagent.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED BUILDING BLOCK INTERIORS 44081 S GRIMMER BLVD FREMONT CA 94538		INSURER A: Truck Insurance Exchange	21709
		INSURER B: Farmers Insurance Exchange	21652
		INSURER C: Mid Century Insurance Company	21687
		INSURER D:	
		INSURER E:	
		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			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y	N	605486359	09/18/2023	09/18/2024	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 1,000,000
										MED EXP (Any one person)	\$ 5,000
										PERSONAL & ADV INJURY	\$ 1,000,000
										GENERAL AGGREGATE	\$ 2,000,000
										PRODUCTS - COMP/OP AGG	\$ 1,000,000
											\$
A		AUTOMOBILE LIABILITY	Y	N	605486359	09/18/2023	09/18/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/>	ANY AUTO								BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY						<input checked="" type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY						<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
											\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		N	605887515	09/18/2023	09/18/2024	EACH OCCURRENCE	\$ 5,000,000		
	<input type="checkbox"/>	EXCESS LIAB						<input type="checkbox"/>	CLAIMS-MADE	AGGREGATE	\$
	<input type="checkbox"/>	DED						<input type="checkbox"/>	RETENTION \$		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A					PER STATUTE	OTHER \$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							Y/N	E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	

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, 985 High Street, Oakland, CA. 94601, as Additional Insureds as it pertains to the policy limits listed above.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT AND DIST 955 HIGH ST OAKLAND CA 94601	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 Laurie A Hubbard
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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 29, 2024

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

Account Information:

Policy Holder Details :	Building Block Interiors Inc.
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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



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Furniture	Site	109
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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	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					
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 #	19119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-31-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$114,043.28	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

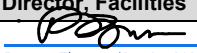
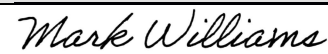

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9750	Fund 21, Measure J	210-9655-0-9805-8500-6274-109-9180-9906-9999-19119	6274	\$114,043.28

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 		Date Approved	Sep 27, 2024	
	Preston Thomas (Sep 27, 2024 10:08 PDT)				
2.	General Counsel, Facilities				
	Signature 		Date Approved	09/26/2024	
3.	Chief Systems & Services Officer				
	Signature 		Date Approved	Sep 27, 2024	
	Preston Thomas (Sep 27, 2024 10:08 PDT)				
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		