

Board Office Use: Legislative File Info.	
File ID Number	24-0916
Introduction Date	5-8-2024
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marc White, Director of Buildings and Grounds Department
 Preston Thomas, Chief Systems and Services Officer, Facilities Planning and Management

Board Meeting Date May 8, 2024

Subject Agreement for Maintenance – Diversified Flooring Services – Three Years Flooring Routine Maintenance Project – Department of Buildings and Grounds

Action Requested Approval by the Board of Education of the Agreement for Maintenance by and between the District and Diversified Flooring Service, So San Francisco, CA, for the latter to provide flooring maintenance services which consist of maintenance for VCT flooring, rubber tile flooring; underlayment (plywood); and supply product (flooring, base, adhesives) including all equipment and materials required for this work and on-call emergency services, for the Three Years Flooring Routine Maintenance Project, in the amount not-to-exceed \$593,450.00, as the lowest responsive and responsible bidder, with work anticipated to commence on **May 9, 2024**, and scheduled to last for one thousand ninety-four days (1094), with an anticipated ending of **May 8, 2027**.

Discussion Contractor was selected through a Competitive bidding process under Public Contract Code section 22037.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of the Agreement for Maintenance by and between the District and Diversified Flooring Service, So San Francisco, CA, for the latter to provide flooring maintenance services which consist of maintenance for VCT flooring, rubber tile flooring; underlayment (plywood); and supply product (flooring, base, adhesives) including all equipment and materials required for this work and on-call emergency services, for the Three Years Flooring Routine Maintenance Project, in the amount not-to-exceed \$593,450.00, as the lowest responsive and responsible bidder, with work anticipated to commence on May 9, 2024, and scheduled to last for one thousand ninety-four days (1094), with an anticipated ending of May 8, 2027.

Fiscal Impact Routine Restriction Maintenance Account General Funds

- Attachments**
- Agreement and other Contract Docs
 - Scope of Services
 - Insurance Certificate
 - Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 24-0916

Department: Buildings and Grounds

Vendor Name: Diversified Flooring Services

Project Name: Three Years Flooring Routine Maintenance

Project No.: 70030

Contract Term: Intended Start: May 9, 2024

Intended End: May 8, 2027

Total Cost Over Contract Term: \$593,450.00

Approved by: Marc White

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?

Diversified Flooring Service was selected by the District as the lowest responsive and responsive bid.

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

Diversified Flooring Service will provide flooring maintenance services including maintenance for VCT flooring, rubber tile flooring; underlayment (plywood); and supply product (flooring, base, adhesives), including all equipment and materials required for this work for the Three-Year Flooring Routine Maintenance 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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this 9th day of May, 2024 (“Contract”), by and between Diversified Flooring Services (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):

- **Flooring Maintenance Services, including machinery/equipment fixture repairs, as described in more detail in Exhibit A attached hereto and incorporated herein.**

The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

- **C15 – Flooring and Floor Covering Contractors**

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

The amount to be paid for the items of Potential Work specified in the Bid Form and ***Exhibit A*** shall be the unit prices, hourly rates, equipment rates, and material markups specified in the Bid Form (see ***Exhibit B***). Any Potential Work other than the items listed in the Bid Form with specific prices shall be paid based on the listed rates in the Bid Form and ***Exhibit B***. The total amount to be paid for all Potential Work under this Agreement shall not exceed \$593,450.00, per the Bid Form.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:

- **All District Facilities.**

The Project is the scope of Work performed at the Site(s).

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Thirty-six (36) months from the date of the District’s governing board’s approval of this Contract (“Term”).

5. **Insurance.**

a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):


- | | |
|--|---|
| <input checked="" type="checkbox"/> Instruction to Bidders
<input checked="" type="checkbox"/> Bid Form
<input checked="" type="checkbox"/> Agreement
<input checked="" type="checkbox"/> Terms and Conditions to Contract
<input checked="" type="checkbox"/> Iran Contracting Act Certification, if required by law
<input checked="" type="checkbox"/> Sufficient Funds Declaration
<input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B) | <input checked="" type="checkbox"/> Invitation to Bid
<input checked="" type="checkbox"/> Exhibit A (Scope of Work)
<input checked="" type="checkbox"/> Exhibit B (Rates for Payment)
<input checked="" type="checkbox"/> Exhibit C (Details of Scope for Work)
<input checked="" type="checkbox"/> Other: <u>Payment Bonds</u> |
|--|---|

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Oakland Unified School District

Benjamin Davis, President Date
Board of Education

Kyla Johnson-Trammell, Secretary Date
And Superintendent, Board of Education



MARC WHITE (Apr 12, 2024 13:37 PDT) Date
Marc White, Director of
Buildings & Grounds Department

Approved as to form:



James Traber 4/12/24
Date
OU&D Facilities Legal Counsel

**CONTRACTOR:
DIVERSIFIED FLOORING SERVICES**

Signature: 

Print Name: Tim Raftery

Print Title: President Date: 4/2/24

Information regarding Contractor:

- Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

74-3141215
Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to

request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the specific price stated in its bid for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of

Potential Work. However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents,

programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights,

title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

EXHIBIT "A"
SCOPE OF SERVICES
Three Year Flooring Routine Maintenance

Generally, maintenance may not include repair work involving any facility, but may include repairs on some fixtures. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District's governing board.

The scope of this agreement may consist of "Required Work" and "Potential Work." "Required Work" is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. "Potential Work" is maintenance service that may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The maintenance services under the Contract include the following Required Work:

- **This contract does not include any Required Work.**

The maintenance services under the Contract include the following Potential Work:

- VCT Flooring;
- Rubber tile Flooring;
- Underlayment (plywood); and
- Supply product (flooring, base, adhesives)

including all equipment and materials required for this work.

- Any other maintenance services related to flooring, including use of flooring equipment and use of materials, that are within the scope of the first paragraph of this exhibit.

See Exhibit C (incorporated by reference herein) for additional details of the Required Work or Potential Work, or both.

EXHIBIT "B"
RATES FOR PAYMENT

A. Required Work: No Required Work is within the scope of the Contract.

B. Potential Work: Total not-to-exceed price of \$700,000 for the term of the Contract, to be paid as follows:

1. Rates for Specific Types of Potential Work:

a. Two-person crew per hour, regular service.

2. Hourly Rate for All Other Potential Work: \$150.00 per hour. two Person

Certified Technician - Normal Hours	\$ <u>125.00</u> / hr
Certified Technician - Overtime Hours	\$ <u>150.00</u> / hr
Certified Technician - Emergency Call Out	\$ <u>150.00</u> / hr
Certified Technician - Holiday Hours (if necessary)	\$ <u>180.00</u> / hr
Helper Technician - Normal Hours (if necessary)	\$ <u>60.00</u> / hr
Helper - Overtime Hours (if necessary)	\$ <u>80.00</u> / hr
Helper - Emergency Call Out (if necessary)	\$ <u>80.00</u> / hr
Helper - Holiday Hours (If necessary)	\$ <u>80.00</u> / hr
Two-person crew per hour, Regular Maintenance Service	\$ <u>150.00</u> / hr.
Two-person crew per hour, Emergency Maintenance Service	\$ <u>300.00</u> / hr.
Bidder's Mark-up for Services	<u>12%</u> %

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 4/3/24

Tim Raftery
Signature

President

Name: Tim Raftery

Title: President

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: 39K007657
Premium included with performance bond

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Diversified Flooring Services, Inc., hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Three Years Flooring Routine Maintenance Services Project, District-wide various sites (the "Contract"). The following scopes of work will be performed as follows: Maintenance for VCT Flooring; Rubber tile Flooring; Underlayment (plywood); and Supply product (flooring, base, adhesives) including all equipment and materials required for this work.

which said agreement dated May 9, 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of Five Hundred Ninety Three Thousand Four Hundred Fifty Dollars (\$593,450.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

{SR798938} 1

OAKLAND UNIFIED SCHOOL DISTRICT
DISTRICT-WIDE VARIOUS SITES
THREE YEARS FLOORING MAINTENANCE
PROJECT. NO.:70030

PAYMENT BOND
DOCUMENT 00 61 01

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

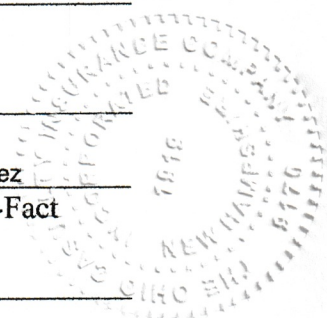
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 12th day of April, 2024.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Diversified Flooring Services, Inc.
Principal

The Ohio Casualty Insurance Company
Surety

By: Danielle Enriquez
Attorney-in-Fact



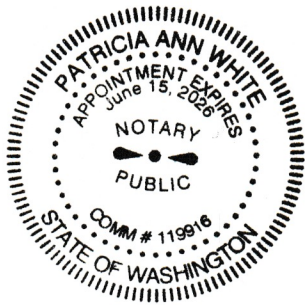
The above bond is accepted and approved this 12th day of April 2024.

{SR798938}2

ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF Washington)
) ss:
COUNTY OF Snohomish)

On this 12th day of April, 2024, before me, the undersigned,
a Notary Public in and for the said State, personally appeared Danielle Enriquez,
known to me to be the Attorney-in-Fact for The Ohio Casualty Insurance Company,
whose name is subscribed to the within instrument and acknowledge to me that she/he executed the
same.



Patricia Ann White
Patricia Ann White NOTARY PUBLIC

Notary Commission Expires: 6/15/2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208037-969580

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Danielle Enriquez, Kathy Vanderslice, Patricia White, Sandra Corona, Shannon Alvarez

all of the city of San Diego state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of May, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

not valid for notary use, note, rate, rate of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HCSI@libertymutual.com

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Three Years Flooring Maintenance
 Project: District-Wide
 Project #: 70030
 Estimate: \$700,000

Date: Friday, March 22, 2024
 Time: 2:00 P.M.
 Project Mgr: Marcus Board
 Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company:	Diversified Flooring Services	Base Bid:	\$593,450.00	Required Day of Bid:	
Address:	434 Victory Ave	Allowance:		Signed Bid Form	X
City/State:	So San Francisco, 94080	TOTAL:	\$593,450.00	Addendum Acknow.	X
Phone:	650-829-3300	Alternates:		Bid Bond	n/a
Fax:	650-952-8530			Non-Collusion	X
				Iran Contracting Certification	n/a
				Site Visit Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	
			11:51 PM	3/27/2024	
				Contractor's Sub List	n/a
				Debarment Suspension & Schd Z	
				Local Business Participation Form	Wa
				DVBE Forms	n/a
			<u>Time Opened</u>	<u>Date Opened</u>	
			2:05 PM	3/28/2024	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
				Site Visit Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
			<u>Time Opened</u>	<u>Date Opened</u>	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
				Site Visit Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
			<u>Time Opened</u>	<u>Date Opened</u>	
Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:		Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Non-Collusion	
				Iran Contracting Certification	
				Site Visit Certification	
			<u>Time Submitted</u>	<u>Date Submitted</u>	
				Contractor's Sub List	
				Debarment Suspension & Schd Z	
				Local Business Participation Form	
				DVBE Forms	
			<u>Time Opened</u>	<u>Date Opened</u>	

INSTRUCTIONS TO BIDDERS AND

BID FORM FOR

MAINTENANCE CONTRACT

Three Years Flooring Routine Maintenance Services

Contract No. PR70030_

Bidders (“Bidder(s)” or “Contractor”) shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Oakland Unified School District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. **Contract.** Bids are requested for work described in general, for the following project (“Contract”):

Routine work, repair, and/or maintenance of flooring; VCT flooring, rubber tile flooring, sheet welded seam flooring, underlayment (plywood), and supply product flooring, base, adhesives. See Exhibit A of the Agreement and the Bid Form for more details.

2. **Sealed Bids.** District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:
 - a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;
 - b. Contains all documents as required herein; and
3. Is submitted by date and time indicated in the Invitation to Bid.
4. **Project Manager.** The Project Manager for this Contract is Marcus Board, who can be reached at 510-277-6719 or marcus.board@ousd.org.
5. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.
6. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each bidder must complete and submit all of the following documents with its bid (“Bid Documents”):

- “Bid Form,” attached hereto as **Exhibit “A”**;
- Iran Contracting Act Certification, if applicable (see form attached to Agreement);
- Sufficient Funds Declaration (see form attached to Agreement); and
- Fingerprinting Notice and Acknowledgement, if applicable (see form attached to Agreement).

Bidders must submit Bids on the Bid Form, attached hereto as **Exhibit “A,”** along with all other required District certificates and forms (see above). Other District certificates and forms must be submitted after the bid (see Section 13, below). Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
9. **Subcontractors.** No portion of the Contract shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District's desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District's locations and unique requirements is also important.
10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
11. **Questions.** All questions about the meaning or intent of the Bid Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed

advisable by the District. Each Bidder must acknowledge each addendum in its Bid Form by number or its Bid may be considered non-responsive. Each addendum shall be part of the Bid Documents. A complete listing of addenda may be secured from the District.

13. **Notice of Intent to Award.** The District will send a Notice of Intent to Award to the apparent lowest responsive and responsible bidder, and within **SEVEN (7)** days the bidder shall submit all required documents, including insurance certificates and endorsements. The Contract will not be awarded by the District's governing board until all required documents are submitted, and Contractor's failure to timely submit the required documents will lead to District award to the next lowest bidder and District action against the bid security.
14. **Notice of Award.** The Bidder awarded the Contract shall execute and submit _____ () copies of the Agreement by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.
15. **Notice to Proceed.** District may issue multiple notices to proceed ("Notice(s) to Proceed" or "NTP(s)") for Potential Work throughout the duration of the Contract. Once Contractor has received an NTP for Potential Work, Contractor shall complete the Work specified in that NTP within the period of time indicated in that NTP.
 - a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District's postponement or failure to issue a NTP pursuant to the Contract.

16. **Bid Protests.**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the third business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are bidder's sole and exclusive remedy in the event of a bid protest. Bidder's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its

own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

17. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
18. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
19. The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
20. The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on the rates only as shown in the completed Bid Form attached hereto.
21. All work must be completed within the Term of the Contract.
22. **COVID-19.** During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.
23. **Project Labor Agreement.**

No project labor agreement applies to this contract.

END OF DOCUMENT

EXHIBIT "A"

BID FORM

To: Governing Board of Oakland Unified School District ("District" or "Owner")

From: Diversified Flooring Services
(Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. PR70030 for Three Years Flooring Routine maintenance services ("Contract" and "Contract Documents")**.

For Potential Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment during the term of the Contract at the following rates, quantities, hours, and price/unit, as applicable, all taxes included:

Certified Technician - Normal Hours	\$ <u>110.00</u> / hr
Certified Technician - Overtime Hours	\$ <u>140.00</u> / hr
Certified Technician - Emergency Call Out	\$ <u>110.00</u> / hr
Certified Technician - Holiday Hours	\$ <u>140.00</u> / hr
Helper Technician - Normal Hours (if necessary)	\$ <u>50.00</u> / hr
Helper - Overtime Hours (if necessary)	\$ <u>60.00</u> / hr
Helper - Emergency Call Out (if necessary)	\$ <u>50.00</u> / hr
Helper - Holiday Hours (if necessary)	\$ <u>60.00</u> / hr
Other (define): _____	\$ _____ / hr
Guaranteed Turnaround Time	<u>1</u> <input checked="" type="checkbox"/> Days <input type="checkbox"/> Hours
Bidder's Mark-Up for Services	<u>10</u> %

Item	Description	Units	Quantity of Units	Price (Per Unit)	Item Cost (Quantity Times Price)
1	Furnish and install: Armstrong standard grade VCT 12" x 12" floor tiles	1000 sq. ft.	25	\$ <u>3.50</u>	\$ <u>87,500</u>
2	Furnish and install: Armstrong standard grade VCT 12" x 12" floor tiles including new plywood underlayment	1000 sq. ft.	25	\$ <u>6.25</u>	\$ <u>156,250.00</u>
3	Furnish and install: Patcraft standard grade carpet tiles	1000 sq. ft.	20	\$ <u>3.25</u>	\$ <u>65,000.00</u>
4	Furnish and install: Mannington Multiflec sheet vinyl with 4" cove	200 sq. ft.	40	\$ <u>3.00</u>	\$ <u>24,000</u>
5	Furnish and install: heat weld seams	20 lin. ft.	500	\$ <u>6.00</u>	\$ <u>60,000.00</u>
6	Furnish and install: Patcraft Techno glue down carpet	1000 sq. ft.	20	\$ <u>2.25</u>	\$ <u>45,000.00</u>
7	Furnish and install: Forbo Traction step vinyl with 6" cove	1000 sq. ft.	4	\$ <u>7.00</u>	\$ <u>28,000.00</u>
8	Furnish and install: 4" burke brand rubber cove base	400 lin. ft.	50	\$ <u>2.00</u>	\$ <u>40,000.00</u>
9	Furnish only: 1 box of 45 sq. ft. Armstrong standard grade 12" x 12" VCT floor tile	1 box	400	\$ <u>68.00</u>	\$ <u>27,200.00</u>
10	Furnish only: 1 box of 100 lin. ft. Burke brand rubber cove base	1 box	100	\$ <u>75.00</u>	\$ <u>7,500.00</u>
11	Furnish only: VCT Taylor 2023 clear thin spread VCT adhesive, 4 gal.	1 bucket	40	\$ <u>100.00</u>	\$ <u>4,000.00</u>
12	Furnish only: cove base adhesive, 12 oz. tube, 24/case	1 case	40	\$ <u>100.00</u>	\$ <u>4,000.00</u>
13	Furnish only: Burke standard smooth surface sq. edge 5' stair tread, 1 each plus adhesives	1 tread	100	\$ <u>100.00</u>	\$ <u>10,000.00</u>
14	Furnish only: Interface entry level walk off tiles	100 sq. ft.	20	\$ <u>5.00</u>	\$ <u>10,000.00</u>
15	Provide removal and disposal of carpet	1000 sq. ft.	25	\$ <u>.50</u>	\$ <u>12,500.00</u>
16	Provide removal and disposal of VCT 12" x 12" floor tile	1000 sq. ft.	25	\$ <u>.50</u>	\$ <u>12,500.00</u>
TOTAL OF ALL ITEM COSTS: \$					<u>593,450.00</u>

The above "Total Not-to-Exceed Price Based on Estimated Amount of Potential Work" shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and

work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

Further Provisions:

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into the Contract with the District in accordance with the Contract Documents. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.
2. The undersigned has notified the District in writing of any discrepancies or omissions that it noticed in the Contract Documents, and any doubts, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. <u>1</u> Dated <u>3-25-24</u>	No. _____ Dated _____
<input type="checkbox"/> Or check here if no addenda were issued	

4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. License:
 - Bidder acknowledges that has the license required for performance of the services as stated in the Invitation to Bid.

- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to perform the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of services called for in the Contract Documents.
7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the services.
 8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the services while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
 9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the services that may create, during the services, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the services with respect to such hazards.
 10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 3/25 day of March 2024

Name of Bidder Diversified Flooring Services

Type of Organization Flooring

Signature Ronald M. Fountain

Name RONALD M. FOUNTAIN

Title of Signer Senior Sales

Second Signature Required for Corporation (see above):

Signature Tim Raftery

Name Tim Raftery

Title of Signer President

Address of Bidder 434 Victory Ave

DIR Registration No. of Bidder 1000014479

Taxpayer's Identification No. of Bidder 74-3141215

Telephone Number 650 829-3300

Fax Number 650 952-8530

E-mail FLOWIN@GMAIL.COM Web page _____

Contractor's License No(s): No. 858037 Class: C-15 Expiration Date: 4/30/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Diversified Flooring Services

President: Corey Ravid

Secretary: Corey Ravid

Treasurer: Corey Ravid

Manager: Corey Ravid

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2024

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).

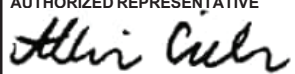
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 1255 Treat Boulevard #950 Walnut Creek CA 94597 License#: 0H18131	CONTACT NAME: Felicia McAroy PHONE (A/C, No, Ext): 925-482-9337 FAX (A/C, No): 925 482-9390 E-MAIL ADDRESS: Felicia.McAroy@MarshMMA.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Regent Insurance Company</td> <td>24449</td> </tr> <tr> <td>INSURER B : North Pointe Insurance Company</td> <td>27740</td> </tr> <tr> <td>INSURER C : General Casualty Company of Wisconsin</td> <td>24414</td> </tr> <tr> <td>INSURER D : Stonington Insurance Company</td> <td>10340</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Regent Insurance Company	24449	INSURER B : North Pointe Insurance Company	27740	INSURER C : General Casualty Company of Wisconsin	24414	INSURER D : Stonington Insurance Company	10340	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Regent Insurance Company	24449													
INSURER B : North Pointe Insurance Company	27740													
INSURER C : General Casualty Company of Wisconsin	24414													
INSURER D : Stonington Insurance Company	10340													
INSURER E :														
INSURER F :														
INSURED Diversified Flooring Services, Inc. DFS Green; DBA: DFS Commercial 434 Victory Avenue South San Francisco CA 94080 License#: 0H18131 DIVERFLOOR1														

COVERAGES **CERTIFICATE NUMBER: 101890433** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	CGA1417184	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 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 \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	161001181	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	191000689	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	152000840	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
 RE: Project #19116, 3Year - Flooring Routine Repair and Maintenance Services, 955 High Street, Oakland, California. Oakland Unified School District, the Architect and the Project Manager are included as Additional Insured (General Liability and Auto Liability), per the attached. Insurance is primary and non-contributory.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601-0000	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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Three Years Flooring Routine Maintenance	Site	988
---------------------	--	-------------	-----

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
-----------------------------	---

Contractor Information

Contractor Name	Diversified Flooring Services, Inc.	Agency's Contact	Ron Fountain		
OUSD Vendor ID #	001369	Title	Representative		
Street Address	20 Rollins Road	City	Millbrae	State	CA
Telephone	650-829-3300	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 #	PR70030				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-8-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$593,450.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

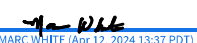
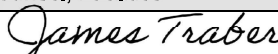
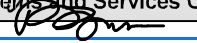
Budget Information

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
8150/0000	RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	6273	\$593,450.00

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.	Director, Buildings and Grounds Department				
	Signature  <small>MARC WHITE (Apr 12, 2024 13:37 PDT)</small>	Date Approved	Apr 12, 2024		
2.	General Counsel, Facilities				
	Signature 	Date Approved	4/12/24		
3.	Chief Systems and Services Officer, Facilities Planning and Management				
	Signature  <small>Preston Thomas (Apr 12, 2024 14:53 PDT)</small>	Date Approved	Apr 12, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			