

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**

Contents

Date, Time, and Contacts	1
Invitation for Bids.....	3
Specifications	4
Instructions to Bidders.....	8
Description of the Items	
Bid Form.....	13
Purchase Order Contract	14
Bid Cover Sheet	17
Bid Bond.....	18
Fingerprinting Notice and Acknowledgement	20
Iran Contracting Act Certification	27
Worker's Compensation Certification	28
Drug Free Workplace Certification	29
Local Business Participation Worksheet	30

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 accepted.

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 be 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.

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

ALLOCATIONS

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

Vendor shall not be liable for delays in delivery beyond the delivery deadline as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing,

primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of the inability of the Vendor to obtain _____ from its usual sources of supply by reason of shortages of such products or other causes beyond the control of the Vendor.

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

INVOICING AND DELIVERY RECEIPT REQUIREMENTS

Upon satisfactory delivery of the Items, Vendor shall invoice for them, and District shall pay the invoice within 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.

INSTRUCTIONS TO BIDDERS

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

10. The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
11. The Vendor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of \$1,000,000, general aggregate, 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 Pamela 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.

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

**Oakland Unified School District
 Contract for Purchase of thirteen (13) Phone booths
 Bid No. 19119**

Bid Form

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of _____

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

AMOUNT OF BID:

_____ Dollars	\$ _____
<i>Bid Amount Without Contingency Allowance</i>	
<u>Twelve Thousand, Five Hundred</u> Dollars	<u>\$12,500.00</u>
<i>Total of Allowances (see Section IV of Agreement)</i>	
_____ Dollars	\$ _____
<i>Total Base Bid Amount</i>	
By submitting this bid, bidder acknowledges and agrees that the Total Base Bid Amount accounts for any and all allowances.	

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

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

Cole Administration Center
 Furniture Purchase
 Project No. 19119

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 20__, by and between **Oakland Unified School District**, "District," and _____, "Vendor," with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor has received notice of an award pursuant to Bid No. _____ 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 _____ ("Delivery Deadline"). Time is of the essence in this Contract.
3. Contract Price. District agrees to pay Vendor the price of _____ Dollars (\$ _____) 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: _____ **Date:** _____

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

Signature _____

Name: _____ **Date:** _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President, Board of Education

Date

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

Date

**Preston Thomas, Chief
Systems & Services Officer**

Date

Approved As To Form:

OUSD Facilities Legal Counsel

Date

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

BIDS MUST BE SEALED AND SUBMITTED TO:

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

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

Bid for: Cole Administration Center Furniture Purchase

Bid No.: 19119

Bidder: _____
Please print full (Company Name, Address)

Please provide both: (Phone, Fax)

Bids are due: September 17, 2024 by 2:00 p.m.
(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY

Cole Administration Center
Furniture Purchase
Project No. 19119

BID BOND

[attach form]

BID BOND
DOCUMENT 00 40 00

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Oakland Unified School District (“Owner”) in the sum of _____ Dollars (\$ _____) 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 _____ 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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

Business Address)

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

{SR798944}2

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

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

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity’s Contract with District: _____
Scope of Entity’s Contract with District: _____

I, _____ [insert name] , am the _____ [insert “owner” or officer title] for _____ [insert name of business entity] (“Entity”), which entered a contract on _____, 20 __, with the District for _____.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____
Typed Name: _____
Title: _____
Entity: _____

IRAN CONTRACTING ACT CERTIFICATION

[NOT USED]

Cole Administration Center
Furniture Purchase
Project No. 19119

WORKERS' COMPENSATION CERTIFICATE

[attach form]

Cole Administration Center
Furniture Purchase
Project No. 19119

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

[attach form

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Name of Contractor

Signature

Print Name

Date

**INSERT LOCAL BUSINESS
PARTICIPATION WORKSHEET
(EXCEL DOCUMENT)**



Oakland Unified School District
Local Business Utilization

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	<input type="text"/>	Bid Opening Date	<input type="text"/>
Project Name	<input type="text"/>	Time:	<input type="text"/>
Project Number	<input type="text"/>	Project Manager:	<input type="text"/>
Proposed Total Contract Amount	<input type="text"/>	Architect:	<input type="text"/>

BASE BID AMOUNT

Proposed Total LBU Amount (%) %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	Company Name	Certifying Agency	<input type="text"/>	<input type="text"/>	Address, City/State	Certification No. (if available)	<input type="text"/>	<input type="text"/>		%	%	%
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Company Name	Certifying Agency											
<input type="text"/>	<input type="text"/>											
Address, City/State	Certification No. (if available)											
<input type="text"/>	<input type="text"/>											
TOTAL PARTICIPATION	\$	%	%	%								

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
DOCUMENT 00 40 06**

PROJECT/CONTRACT NO. _____ between Oakland Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the “Owner” of the public works contract described below) and _____, 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 Cole Administration Center Furniture Purchase, located at 1011 Union Street, Oakland, CA. (the “Contract”). The Scope of work consists of installation of 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 of work is subject to prevailing wage regulations.

which said agreement dated **November 14, 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 _____ (“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 _____ Dollars (\$ _____) 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

{SR798938} 1

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.

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 _____ day of _____, 20__.

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

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

{SR798938}2

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

