#### **AGREEMENT**

THIS AGREEMENT, dated the 29 day of June 2022, in the County of Orange, State of California, is by and between Irvine Unified School District (hereinafter referred to as "DISTRICT", and Office Solutions Business Products & Services, LLC dba Bluespace Interiors (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

- 1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the proposal documents for Bid No. 2021/22-3FA, Furniture & Equipment, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, References, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Agreement, Tobacco Use Policy, Worker's Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- 2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.
- 3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.
- 4. The initial term of the Agreement is in full force and effect from July 1, 2022 through June 30, 2023. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.
  - 5. Time is of the essence.
- 6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:
  - (i) Cease operations as directed by DISTRICT in the notice;

- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the proposal documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for furniture and equipment satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

- 7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
  - (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
  - (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by items satisfactory to the DISTRICT.

- 9. While engaged in carrying out and complying with the terms and conditions of this Agreement the CONTRACTOR is an independent contractor, and is not an officer, employee or agent of the DISTRICT.
- 10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.
  - a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:
    - i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

- ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.
- iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

- iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.
- v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

- 11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of ALIFANIA, and that CHRIS MELLGREN, whose title is VICE PRESIDENT, is authorized to act for and bind the corporation.
- 12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

- 13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.
- 14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.
- 15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  - (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
  - (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
- Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and proposal documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws

and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

- 17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.
- 19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.
- 20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

### \* IRVINE UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT	CONTRACTOR
Irvine Unified School District	
By:	By:
Signature	Signature
John Fogarty Print Name	Print Name
Thit Name	Friit Name
Assistant Superintendent, Business Services Title	VICE PRESIDENT
11110	
July 6, 2022	7/5/22
Date	Date
Irvine Unified School District	
Board Approval Date June 28, 2022	Contractor's License No.
	462432053
	Tax ID No.
	(Corporate Seal of Contractor, if corporation)

#### **TOBACCO USE POLICY**

#### IRVINE UNIFIED SCHOOL DISTRICT

Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

OFFICE SOLUTIONS LLC DRA BLUSSPACE INTERIORS
Name of Ridder

Signature

Date

#### **WORKERS' COMPENSATION CERTIFICATE**

Labor Code section 3700.

"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, which 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.
- (c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of 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.

Name of Contractor

By:

Signature

CHRIS MELLEREN

Print Name

1/CE PRESIDENT

Title

(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 Agreement.)

#### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 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 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;
  - 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 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 District 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 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.

OFFICE SOLUTIONS LLE DBA BLUESPACE	TATIBLICAS
Name of Contractor	
Signature	
CHRIS MELLGLEN	-
Print Name	
VICE PRESIDENT	
Title	
7/5/22	
Date	

### NOTICE REGARDING CRIMINAL RECORDS CHECK EDUCATION CODE SECTION 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

#### **CERTIFICATION BY CONTRACTOR**

#### CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, OFFICE SOLUTIONS LLC	certify that
Name of Contractor	

- 1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
- 2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
- 3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at OFFICE SOUTHING LLC	, California on <u>//ろ/み</u>	
	Date	
	Signature	
	Typed or printed name	
	Title PRESIDENT	
	23303 (A PALMA AVE YORBO LINDA, CA Address	92887
	7/4-692-74/2 Telephone	

7/-/2

ADDRESS: 23303 La Palma Ave.

Yorba Linda, CA 92887

TELEPHONE: (714 ) 312-3755 FAX: (714 ) 692-7409

E-MAIL ADDRESS: jeremy@bluespaceinteriors.com

# BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO

**FOR** 

## FURNITURE & EQUIPMENT BID NO. 2021/22-3FA

**FOR** 

IRVINE UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING & CONSTRUCTION SERVICES
2015 ROOSEVELT
IRVINE, CA 92620

#### **BID FORM**

Bidder Name: Jeremy Redman	
Firm Name: Bluespace Interiors	hagina a casay injuryah ni pasaya na ambasaya ana asaya ya mahisha na a a ana ne ye.
Address: 23303 La Palma Ave. Yorba Linda, CA 92887	
Phone #: 562-773-4082	Fax #: 714-692-7409
Contact Person Name: Jeremy Redman	
Contact Person Email: jeremy@bluespaceinteriors.com	

To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District."

The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

#### FURNITURE & EQUIPMENT BID NO. 2021/22-3FA

All in strict conformity with the Bid Documents, including Addenda Nos. 1, \_\_\_, \_\_\_, on file at the Facilities/Purchasing Office of the Irvine Unified School District for the sums as set forth in this Bid Form.

Each individual bid term shall be determined from reviewing the drawings and specifications and all portions of the Bid Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

- 2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
- 3. The initial term of the Agreement is through <u>June 30, 2023</u>. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.
- 4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.
- 5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.
- 6. The name(s) of all persons interested in the bid as principals are as follows:

<u>Name</u>	<u>Address</u>	Phone/ Email
Robert Mairena	23303 La Palma Ave., Yorba Linda	714-692-7412/bmairena@officesolutions.com
Chris Mellgren	23303 La Palma Ave., Yorba Linda	714-692-7412/cmellgren@officesolutions.com

- 7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.
- 8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

- 9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
- 10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
- 11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.
- 12. Time is of the essence.
- 13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
- 14. Failure to complete the Bid Form and Bid Form Pricing Sheet (and required documents) in its entirety will render a bidder nonresponsive.
- 15. Bid prices are to include shipping, F.O.B. Irvine Unified School District, drawing of layouts, assembly, inside delivery, and any required installation.
- 16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions and at the same percentage discount. Public agencies within the counties of the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their District and the successful bidder.

Acceptance or rejection of this clause w	ill not affect the outcome of this bid.
OPTION GRANTED:	OPTION NOT GRANTED:

## FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufactu	rer: 9to5 SEATING		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
1	Lounge: Lily, Sophie, Shuttle	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables		
2	All Styles & Models	All Models	Task/Work Chairs		
3	All Styles & Models	All Models	Executive / Conference, Guest and Side Chairs		
4	All Styles & Models	All Models	Stacking and Nesting Chairs and Stools		
5	O	9to5 SEATING THER: NON-SPECIFIE	DITEMS		CATALOG OUNT

		Manufacturer: AB	M OFFICE SOLUTIONS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
6	All Paneling Systems				
7	ABM OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS			NO BID %	CATALOG DUNT

		Manufact	urer: AMTAB		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
8	Folding Tal				
9	AMTAB Other: Non-Specified Items				CATALOG DUNT

		Manı	ufacturer: AIS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
10	Aloft				
11	Calibrate	All Models	ls Desks / Systems / Height Adjustable Tables		
12	Compete				
13		AIS OTHER: NON-SPECIFII	ED ITEMS		CATALOG DUNT

		Manufacturer: /	ARCADIA CONTRACT		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
14	Lounge, Modular, Bench Seating, Stools, Executive,	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables		
	Guest & Conference Seating and Tables: All Styles		Children Furniture		
16	0	ARCADIA CONTRACT OTHER: NON-SPECIFIED ITEMS			CATALOG DUNT

## FURNITURE & EQUIPMENT BID FORM PRICING SHEET

Line	Duand / Savina	Category and/or	rer: ARTCO-BELL	% Catalog	Warranty
Item#	Brand / Series	Model #	Description	Discount	(Years)
17		Seating: Poly 4-Leg, Cantilever Chair Model: AS4L06, AS4L, AS4C, ASCL	Stacking: FLOT, Four leg chair, Four leg Caster Chair & Cantilever Chair		
18		Seating: Café Stool Model: AS4ST	Four leg café stool		
19	Alphabet Series	Seating: Poly Task Chair and Stool, Swivel Model: ASTA18 & ASST18	Task chair and stool with glides or casters		
20	, np. 112	Student Desk Model: ASWA6, ASWAJ	Student desk with full metal book box and permatuff edge		
21		Arise Model: ATPA1	Podium		
22		Shape Tables	Rectangle, Square, Round, Pyramid, Taper and Teardrop		
23		Soft Seating: Lounge Model: ASMOV, ABLOC, ASTP, AEXP, ANEB	MOV stool, Bloc, STP EXP and NEB		
24		Seating: Poly 4-Leg Chair, Cantilever Chair Model: D00A, D10, DP9A, D Series	Stacking: Sled base chair (18"); four leg stacking chair; task chair; stacking cantilever chair; gas lift swivel chair & stool		
25		Shape Student Desks Model: DST-RC, DST- EX, DST-AP	Expanse, Aperture, Rectangle		
26	Discover Series	Shape Tables	3P-120, Aperture, Expanse, Gravity, Nebula, Nova, Rectangle, Teardrop		
27		Café Tables	Café tables with bases		
28		T-Leg Flip Top and Fixed Tables	Nesting tables with locking casters		
29	-Uniflex Series	Student Desk Model: R90D	Student desk with book box		
30		Activity Tables	Horseshoe, rectangular, half round and trapezoid		
31		ARTCO-BELL OTHER: NON-SPECIFIE	DITEMS	NO BID %	CATALOG

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufactu	rer: Artopex		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
32		All Paneling Systems			
33		Artopex Other: Non-Specified Ite	ems		CATALOG OUNT

		Manufacturer: C	ARPET FOR KIDS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
34		All Styles & Models			
35	C	CARPET FOR KIDS OTHER: NON-SPECIFIED I	TEMS		CATALOG DUNT

		Manufacturer:	CLARIDGE PRODUCTS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
36		Markerboards	Porcelain, Melamine, Graphic Board, Aluminum Frame	43.1%	Porcelain = Lifetime Melamine = 1 Year
37		Glass Markerboards	Glass writing surfaces	43.1%	10 Years
38		Tackboards	Claridge Cor, Fabricork, Designer Fabirc, Tan Nucor, Aluminum & Wood Frames	43.1%	1 Year
39		Mobile Boards & Easels	Porcelain and Tackable surfaces	43.1%	Porcelain = Lifetime Melamine = 1 Year
40		Displays & Trophy Cases	Freestanding, Wall Mount and Recessed Cases. Aluminum & Wood Frames; Illuminated or Non-Illuminated; Tempered Glass Doors and Shelves	43.1%	1 Year
41		CLARIDGE PRODU OTHER: NON-SPECIFIE			CATALOG OUNT

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer: DIV	ERSIFIED WOODCRAFTS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
42		Culinary	Stainless Steel Tables, Sinks, Racks, Shelving	37%	Limited Lifetime
43		Art & Drafting Tables		37%	Limited Lifetime
44		Robotics, Storage Cabinets		37%	Limited Lifetime
45		All Seating Stools	Metal & Steel Frame, Hardwood Seat, Tempered Masonite Panel Overlay	37%	Limited Lifetime
46		All Workbenches & Mobile Cabinets	Butcher Block	37%	Limited Lifetime
47		Science & Lab Tables	Chem-guard, Phenolic Resin, Epoxy Resin etc.	37%	Limited Lifetime
48		DIVERSIFIED WOODC OTHER: NON-SPECIFIE			CATALOG OUNT

	N	lanufacturer: ECD - ERC	<b>GONOMIC COMFORT DESIG</b>	N	
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
49		Task & Executive Seating			
50		Conference & Guest Seating			
51		Multipurpose Seating			
52		ERGONOMIC COMFO THER: NON-SPECIFIED		NO BID %	

		Manufact	urer: ECR 4 KIDS		
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
53		Classroom furniture	Student Desks, Activity Tables		
54	(	ECR 4 KIDS OTHER: NON-SPECIFIE	D ITEMS	NO BID %	

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer: ENC	ORE & ONQ SEATING		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
55		Benches & Modular Seating			
56		Guest & Stackable Seating			
57		Lounge & Modular Seating			
58		ENCORE & ONQ SEATIN OTHER: NON-SPECIFIED I		NO BID %	CATALOG DUNT

		Manufacturer: F	AUSTINOS FURNITURE		
Line Item#	Brand / Series	Category and/or Model#	Description	% Catalog Discount	Warranty (Years)
59	Le Fantome		Office Desks, Workstations,		
60	Universal		Office Desks, Workstations, Lounge Seating		
61	Faustino's				
62	C	FAUSTINOS FURNI OTHER: NON-SPECIFIE		NO BID %	CATALOG DUNT

		Manufacturer: FL	EETWOOD FURNITURE		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
63	Classroom	All Styles & Models	Students Desks & Tables		
64	Designer 2.0, Sheerline, Illusions 2.0	All Styles & Models	Storage Cabinets (including mobile)		
65	Specialty: Science, MakerSpace, Stem & CTE, Harmony	All Styles & Models	Science tables, stools, whiteboards units, mobile cabinets, instrument Storage compartments		
66	Evoke	All Styles & Models	Student Seating		
67	o	FLEETWOOD FURNITURE OTHER: NON-SPECIFIED ITEMS			CATALOG DUNT

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacture	er: FOMCORE		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
68	ALL	SEATING PRODUCTS (ALI	_ SERIES)		
69	C	FOMCORE OTHER: NON-SPECIFIED I	TEMS	NO BID%	CATALOG DUNT

	Manufacturer: GLOBAL FURNITURE GROUP									
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)					
70	Seating	All Styles & Models	Lounge, Task, Executive, Guest, Tandem, Benches etc.	53.6%	Limited Lifetime					
71	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, <del>Paneling,</del> Office, Classrooms etc.	47.3%	Limited Lifetime					
72	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	47.3%	Limited Lifetime					
73	GLOBAL FURNITURE GROUP OTHER: NON-SPECIFIED ITEMS			CATALOG OUNT						

	Manufacturer: HASKELL								
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)				
74	Ethos Series	All Styles & Models	All-in-One Seating Units with tablet arm and casters						
75	C	NO BID %							

	Manufacturer: HERMAN MILLER								
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)				
76		ALL SEATING PRODU	стѕ						
77	(	HERMAN MILLER OTHER: NON-SPECIFIED		NO BID %					

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufa	acturer: HON		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
78	Seating	All Styles & Models	Lounge seating, Task, Executive, Guest, Collaborative, Stacking etc.	56.9%	5 Years to Lifetime
79	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, Paneling, Office, Multi-Purpose etc.	Stations = 54% Table / Dsk = 47%	5 Years to Lifetime
80	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	49.5%	5 Years to Lifetime
81	C	HON THER: NON-SPECIFIE	DITEMS	47%% DISC	CATALOG DUNT

		Manufacture	er: HUMANSCALE		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
82	PERC	HUMANSCALE ENTAGE ON ALL CATA	LOG ITEMS	Ergo Seating = 51% Side Seating = 43.3% Ergo Tools = 56.6% QuickStand = 38.5%	5 to 15 Years

		Manufac	turer: IDEON		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
83		ALL SEATING PRODU	ICTS	52.3%	1 year to Lifetime
84	IDEON OTHER: NON-SPECIFIED ITEMS			CATALOG OUNT	

		Manut	facturer: KI		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
85		Lounge Seating		44.4%	15 Years to Lifetime
86		Upholstered Ottoman		44.4%	15 Years to Lifetime
87	C	KI OTHER: NON-SPECIFIED	ITEMS		CATALOG OUNT

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer: L	AKESHORE LEARNING		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
88	Flex-Space	Classroom Furniture	Comfy Floor Seats, Premium Wobble Chairs, Soft Seating		
89	Flex-Space Jr.	Mobile Furniture and Storage	Mobile Tables, Mobile Storage, Mobile Nook		
90	Classic Birch	Classroom Furniture and Storage	Storage Cubbies, Tabletop Writing Center, Transition Chairs, Storage Unites, Tables, Step Stool		
91	Heavy Duty	Classroom Furniture and Storage	Tables, Storage, Bookstands, Cots, Teaching Easels		
92	Kids Colors	Classroom Furniture and Storage	Storage, Tables, Chairs		
93	Just Like Home	Classroom Furniture, Soft Seating and Classroom Carpets	Carpets, Comfy Couch, Comfy Chair, Tables, Storage		
94	Outdoor	Outdoor Furniture	Privacy Nook, Outdoor Tables, Benches, Lounger, Storage, Cabana		
95		Classroom Carpets and Rugs	Classroom Carpets and Rugs, Multiple Sizes		
96		LAKESHORE LEARN OTHER: NON-SPECIFIE		NO BID %	

		Manufacturer: MAVE	RICK OFFICE SOLUTIONS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
97	Арех			56.4%	10 Years
98	Canyon	Office Desks,  Workstations,		56.4%	10 Years
99	Gravity	Conference Tables		56.4%	10 Years
100	Maverick			56.4%	10 Years
101	MAVERICK OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS				CATALOG OUNT

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer:	McDOWELL-CRAIG		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
102		Student Desk	All styles of student desk (includes with adjustable height option)		
103		Nesting Mobile Flip Tables	Whiteboard and/or laminate tops, adjustable height, locking casters, with vertical lock option		
104		Science Tables	Science lab tables and butcher block tables		
105		Lateral & Vertical file cabinets; Bookcases	Standard with lock file cabinets, adjustable shelf bookcases		
106		Mobile Whiteboards; Tote Tray Carts with markerboard back	Mobile Markerboard to include dual size porcelain magnetic markerboard, locking casters		
107	McDOWELL-CRAIG OTHER: NON-SPECIFIED ITEMS		NO BID % DISCO		

		Manufactu	irer: MOORECO		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
108	PERC	MOORECO ENTAGE ON ALL CATA	LOG ITEMS	NO BID	

		Manufa	acturer: MIEN		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
109	Flex	Lounge Seating			
110	Chameleon	Lounge Seating			
111	K10	Storage, Straight & Curved Bookcases, Bin Storage Cabinets	Mobile		
112	MIEN OTHER: NON-SPECIFIED IT		D ITEMS	NO BID %	CATALOG OUNT

	Manufacturer: MITY LITE									
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)					
113	PERC	MITY LITE ENTAGE ON ALL CATA	LOG ITEMS	NO BID						

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufact	urer: MYTCOAT		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
114	- Commercial	Rectangular Outdoor Table Model: TRT	8' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
115		Round Outdoor Table Model: TRD46	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
116		Round Outdoor Table Model: TRD46	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
117		Square Outdoor Table Model: TSQ46	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
118		MYTCOAT OTHER: NON-SPECIFIEI	) ITEMS	NO BID %	CATALOG DUNT

		Manufacturer: NAT	TONAL PUBLIC SEATING		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
119		Folding Chairs			
120		Folding Tables			
121		Music Chairs			
122		Transport Carts, Dollies & Racks			
123		Science & Industrial Stools			
NATIONAL PUBLIC SEATING OTHER: NON-SPECIFIED ITEMS			NO BID %	CATALOG DUNT	

		Manufacturer: OCI CC	ONTRACT SEATING / SITWELL	•	
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
125	All Styles	All Models	Lounge & Wood Seating		
126	All Styles	All Models	Tables & Benches		
127	All Styles	All Models	Collaborative Seating & Benches		
128	OCI CONTRACT SEATING / SITWELL OTHER: NON-SPECIFIED ITEMS		NO BID %	CATALOG DUNT	

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer:	OKLAHOMA SOUND		
Line Item#	Brand / Series	Category and/or Model#	Description	% Catalog Discount	Warranty (Years)
129		AV Presentation	Lecterns & Podiums		
130		Tech Furniture	Mobile Storage & Charging Carts		
131		OKLAHOMA SOUND OTHER: NON-SPECIFIED ITEMS		NO BID %	

	Manufacturer: PALMER HAMILTON									
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)					
132	Daisy, Hive Lounge	Collaborative Seating								
133		Shelving	Bookcases & Book Truck							
134		PALMER HAMILTON OTHER: NON-SPECIFIED ITEMS		NO BID %						

		Manufacturer: PLAT	INUM VISUAL SYSTEMS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
135	ALL				
136		PLATINUM VISUAL SYSTEMS OTHER: NON-SPECIFIED ITEMS			CATALOG OUNT

		Manufacturer:	SAFCO PRODUCTS		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
137	PERC	SAFCO PRODUCT ENTAGE ON ALL CATA	-	44.7%	3 Years to Limited Lifetime

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

	Manufacturer: SCHOLAR CRAFT FURNITURE								
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)				
138	All Styles	All Models	Student Desks & Tables						
139	All Styles	All Models	All Seating						
140	All Styles	All Models	Collaborative Soft Seating						
141	SCHOLAR CRAFT FURNITURE OTHER: NON-SPECIFIED ITEMS			NO BID %					

		Manufacturer: SCR	EENFLEX PRODUCTS			
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)	
142		PORTABLE ROOM DIVIDERS				
143	C	SCREENFLEX PRODUCTS OTHER: NON-SPECIFIED ITEMS			CATALOG OUNT	

		Manufacturer: SEATING	COMPONENTS MFG (SC	M)	
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
144	Outdoor Ca				
145		ATING COMPONENTS UM OTHER: NON-SPECIFIED I		NO BID %	

	Manufacturer: SISNEROS OFFICE FURNITURE								
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)				
146	ALL CUSTOM OF	ALL CUSTOM OFFICE, CLASSROOM & SPECIALTY FURNITURE							
147	SISNEROS OFFICE FURNITURE OTHER: NON-SPECIFIED ITEMS		N <u>O BID</u> % DISC	CATALOG DUNT					

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufacturer	: SIT ON IT SEATING		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
148	All Styles	All Models	Executive Chairs	52.3%	1 year to Lifetime
149	All Styles	All Models	Task Chairs & Stools	52.3%	1 year to Lifetime
150	All Styles	All Models	Guest Seating & Conference	52.3%	1 year to Lifetime
151	SIT ON IT SEATING OTHER: NON-SPECIFIED ITEMS			CATALOG OUNT	

		Manufactu	rer: SMITH SYSTEM		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
152	Interchange		Student desks, tables, casters		
153	Silhouette		Student desks, tables, casters		
154	Flex	All Madala	Student desks, tables, casters		
155	UXL	- All Models	Student desks, tables, casters		
156	Elemental		Student desks, tables, casters		
157	Planner		Student desks, tables, casters		
158	All Styles & Models	All Seating			
159	Cascade	Storage	Cabinets, Towers & Whiteboard Unit		
160		Book Trucks			
161	SMITH SYSTEM OTHER: NON-SPECIFIED ITEMS		NO BID_%		

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufact	urer: STEELCASE		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
162	Groupwork	Mobile Screen & Mobile Easel			
163	Huddle board	Whiteboard	Huddleboard & Markerboard		
164	Verb	Whiteboard & Easel and Accessories			
165	Verb	Tables			
166	Alight	Ottomans	Soft Seating: Bench & Round		
167	Campfire	Ottomans	Soft Seating		
168	STEELCASE OTHER: NON-SPECIFIED ITEMS		NO BID % CATALOG DISCOUNT		

		Manufact	urer: SYMMETRY		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
169	All Styles	All Models	Conference & Flips Tables		
170	All Styles	All Models	Benches & Power Bridge		
171	All Styles	All Models	Sit/Stand Tables & Units		
172	SYMMETRY OTHER: NON-SPECIFIED ITEMS		NO BID %		

		Manufactur	er: UNITED DESK		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
173	New York				
174	soно	Office Desks & Workstations			
175	United				
176	UNITED DESK OTHER: NON-SPECIFIED ITEMS		N <u>O BID</u> % DISCO		

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

		Manufa	acturer: VIRCO		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
177	All Styles	All Models	All Seating		
178	All Styles	All Models	Desks & Tables		
179	All Styles	All Models	Storage & Trucks		
180	VIRCO OTHER: NON-SPECIFIED ITEMS		NO BID_%		

	Manufacturer: VS AMERICA					
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)	
181	31300, 31400, 03825, 3428 & 3429	Compass, Cantilever, Hokki Stools, Lupo				
182	Seating 182	31506 & 31507	PantoMove Lupo Star Base & Star Base with Foot Ring			
183	All Styles	All Models	Student Desks and Tables, Nesting Tables			
184	Shift+ Product	All Models	Soft Seating (Landscape), book cases (mobile)			
185	VS AMERICA OTHER: NON-SPECIFIED ITEMS  NO BID % CATAI DISCOUNT					

### FURNITURE & EQUIPMENT BID FORM PRICING SHEET

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

		Manufacti	urer: WEBCOAT		
Line Item#	Brand / Series	Category and/or Model#	Description	% Catalog Discount	Warranty (Years)
186		Rectangular Outdoor Table	B' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
187		Round Outdoor Table	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
188	Commercial	Round Outdoor Table	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
189		Square Outdoor Table	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish		
190	90	Benches & Receptacles	8' or 10' bench with or without back, portable legs or in-ground legs, 32 gal, PVC Coated with dome and line or flat top and liner		
191	WEBCOAT OTHER: NON-SPECIFIED ITEMS		DITEMS	NO BID_% CATALOG DISCOUNT	

	Manufacturer: WISCONSIN BENCH MFG					
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)	
192	Lobo	Science & Lab	Tables: Butcher Block, Phenolic, Stainless Steel			
193	Toro					
194	All Styles	All Models	Mobile - Music Storage Units			
195	All Styles	All Models	Stools			
196	WISCONSIN BENCH MFG (WB MFG) OTHER: NON-SPECIFIED ITEMS			NO BID_% DISCO	CATALOG DUNT	

		Manufacturer: WC	ODCUT FURNITURE		
Line Item#	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
197	ALL CUSTOM OFFICE & SPECIALTY FURNITURE				
198	WOODCUT FURNITURE OTHER: NON-SPECIFIED ITEMS		NO BID %		

### - End of Bid Form Pricing Sheet -

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

<u>Individual</u>	Name:						
	Signed by: Print Name:						
	Date:						
	Business Address:						
	Telephone:						
******	**************	*******	***********				
<u>Partnership</u>	Name: Bluespace Interiors						
	Signed by:						
	Print Name: CHRIS MELLGREN						
	Date: June 7th, 2022						
	Business Address: 23303 La Palma Ave., Yorba Linda, CA 92887						
	Telephone: 714-312-3755						
	Other Partner(s): Brian Rosenblum						
******	************	******	************				
<b>Corporation</b>							
	(a		Corporation')				
	Business Address:						
	Telephone						
	Signed by:	, President	Date:				
	Print Name:	, President	Date:				
	Signed by:	, Secretary	Date:				
	Print Name:	, Secretary	Date:				

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

*******	**************************************
Joint Venturer	Name:
	Signed by:
	Print Name:
	Date:
	Business Address:
	Telephone:
*******	**************************************
Other Parties to Joint Ventur	If an individual Name:
to some ventur	Signed by:
	Print Name:
	Date:
	Doing Business as:
	Business Address:
	Telephone:
	If a Partnership Name:
	Signed by:
	Print Name:
	Date:
	Business Address:
	Telephone:

If a Corporation Name:	
	(aCorporation)
Signed by:	
Print Name:	
Title:	
Date:	
Business Address:	
Talanhana	

# CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The	Bluespace Interiors		
		Firm name/principal	

certified to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
- 2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Bluespace Interiors

Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

#### **CERTIFICATE OF RESTRICTIONS ON LOBBYING**

I, Chris Mellgren	, hereby certify on behalf (name of offeror) of
Bluespace Interiors	that:
	(Firm Name)

- 1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

> Executed this 8th day of June . 2022

By:

(Signature of authorized official)

VICE PRESIDENT - SALES

(Title of authorized official)

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Cod Section 7106)

The undersigned declares:
I am the <u>Vice President of Sales</u> [Title] of <u>Bluespace Interiors</u> [Name of Company], the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>June 8th, 2022</u> [Date], at <u>Irvine</u> [City], <u>California</u> [State].
Signature
Print Name

#### **LIST OF REFERENCES**

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Furniture and Equipment.

1. Firm Name:	LAUSD
Address:	333 S. Beaudry, Los Angeles
Telephone Number:	213.241.4576
Contact Person:	Sharon Williams
Description of work:	School and Administrative Furniture, installed and assembled unless otherwise noted.

2. Firm Name:	Coachella USD
Address:	87-225 Church Street, Thermal CA
Telephone Number:	760-848-1843
Contact Person:	Leticia Torres - Facilities & Maintenance
Description of work:	Furnished newly constructed elementary school with classroom desks and seating for all grade levels, auditorium seating, library furniture, office furniture and outdoor cafeteria benches, etc.

3. Firm Name:	Torrance USD
Address:	2335 Plaza del Amo, Torrance CA
Telephone Number:	310-972-6211
Contact Person:	Richard Vazquez - Director of Purchasing
Description of work:	Awarded multiple furniture lines on TUSD Piggybackable Bid No. 10-04.09.19, which is utilized by many school districts throughout Southern CA.

4. Firm Name:	Grossmont College
Address:	8800 Grossmont College Dr., El Cajon CA
Telephone Number:	(619) 644-7594
Contact Person:	Loren Holemquist
Description of work:	Indoor/Outdoor furniture design, install, assembly services and labor for event setup. Accepts Turnkey and Prevailing Wage.

5. Firm Name:	Simi Valley Unified School District
Address:	101 West Chochan St., Simi Valley CA
Telephone Number:	805-306-4500
Contact Person:	Dr. Jason Messinger x4210
Description of work:	School furniture for multiple individual school sites.



May 24, 2022

To:

Irvine Unified School District

Re: BID NO. 2021/22 Furniture & Equipment

To Whom It May Concern:

**Office Solutions/Bluespace** is an authorized dealer in good financial standing for **Claridge Products** and, thereby authorized to provide our full line of products on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

Martin Zuiroz JR

Martin "JR" Quiroz I Inside Sales Manager Claridge Products "Turn Workspaces Into Idea Places" O: (951) 734-6262 M: (714) 833-4039



June 1, 2022

Irvine USD

RE:

Letter of Authorization for **Bluespace Interiors**Bid No. 2021/22 Furniture and Equipment

To Whom It May Concern:

Office Solutions, is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

Sarah Hanson

**Contract Administration** 



May 25, 2022

Reference: Authorized Dealer

To Whom It May Concern:

Please let this Letter serve as Exemplis LLC's notification that BlueSpace Interiors is an Authorized Dealer for Exemplis LLC.

BlueSpace Interiors is authorized to sell all products offered by Exemplis LLC.

Please let me know if you have any questions at all.

Best Regards,

### Katya King

Digitally signed by Katya King DN: cn=Katya King, o=Exemplis LLC, ou=Finance, Contracts, email=kking@exemplis.com, c=US Date: 2022.05.25 08:32:36 -07'00'

Katya King Contracts Specialist Exemplis LLC

Phone: 714-995-4800

Email: kking@exemplis.com

www.exemplis.com

Global Furniture Group 17 West Stow Road, PO Box 562, Marlton, New Jersey, USA 08053 t 856.596.3390 or 800.220.1900 | f 856.596-5684 | globalfurnituregroup.com



20 May 2022

Irvine Unified School District Facilities/Purchasing 2015 Roosevelt, Building 7 Irvine, California 92620 Attn: Dana Grudem

Manufacturer's Confirmation of Authorized Servicing Dealer for Bid #2021/22-3FA for FURNITURE & EQUIPMENT – Bluespace Office Solutions

global furniture group Dear Irvine Unified School District:

Global Industries, Inc. ("Global") is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty markets furniture and related ergonomic accessories. Global Furniture Group and Offices To Go are trade styles of Global products.

Per Section #15 of the General Conditions for Bid #2021/22-3FA for FURNITURE & EQUIPMENT (page 15 of 61), please accept this correspondence as confirmation that Bluespace Office Solutions is an authorized servicing dealer for the sale of the goods specified herein. They are authorized to market, sell, distribute, warrant, or supply any Global Furniture Group or Offices To Go products offered by Global to the Irvine Unified School District and throughout the State of California.

Bluespace Office Solutions is authorized to submit a sealed bid specifying Global Furniture Group and Offices To Go products for the Irvine Unified School District's Bid #2021/22-3FA for FURNITURE & EQUIPMENT.

Please feel free to contact me directly if you have any questions or concerns regarding this submission. Global appreciates your support and looks forward to serving the Irvine Unified School District through this agreement.

Regards,

JOSEPH FREUND

Joseph Freund

Contracts Manager & Authorized Representative jfreund@globalfurnituregroup.com



May 19, 2022

Bluespace Interiors 2840 N Lima St Ste 110 Burbank, CA 91504

RE: Authorized Reseller

To Whom This May Concern:

This letter certifies that Bluespace Interiors is a fully authorized dealer for The HON Company. Bluespace Interiors has access to the full line of HON products. OES is authorized to market, sell, install, warrant and service our products.

Should you have further questions or need more information, please do not hesitate to reach out.

Sincerely,

Sales Operations

Diana Bueding

SalesOpsTeam@honcompany.com

### Humanscale<sup>®</sup>

220 Circle Drive North Piscataway, NJ 08854 732-537-2944 humanscale.com

May 24, 2022

Dana Grudem Irvine Unified School District Facilities/Purchasing 2015 Roosevelt Avenue, Building 7 Irvine, CA 92820

Re: Dealer Authorization Letter for "Furniture & Equipment, Bid No. 2021/22-3FA"

Dear Ms. Grudem,

This letter is to certify that Bluespace Interiors is an Authorized Dealer of Humanscale Corporation with no restrictions. As such, they are authorized to bid and/or sell any and all product as well as install and service such products. This includes all initial delivery services and warranty service. In addition, Bluespace Interiors has the utilization of the Humanscale Sourcewell contract, a competitively bid government cooperative contract, to be be utilize with the Irvine Unified School District solicitation whom is a Sourcewell contract member.

In the event that Bluespace Interiors is unwilling or unable to provide the services required under this contract, Humanscale will transfer services to another Authorized Dealer who is able to fulfill such services.

If you have any questions or concerns, please contact either Katie Miglin at (732) 537-2944 ext. 1109 or Tom Rennie at (916) 505-5501 and we are more than happy to assist.

Sincerely,

Katie Miglin

Sr. Contract Administrator, Government Specialist

Humanscale

(732) 537-2944 ext. 1109

Katie Miglin

kmiglin@humanscale.com

Tom Rennie

Government Sales manager, Western Region

Humanscale (916) 505-5501

trennie@humanscale.com



#### Krueger International, Inc. (KI)

1330 Bellevue St Green Bay, WI 54302

June 2<sup>nd</sup>, 2022

Re: Dealer Authorization memo

To Whom it May Concern

This letter shall serve as confirmation that Bluespace Interiors is an authorized dealer for <u>Krueger International</u> and shall serve as one of our selected resellers of KI products and service for the Irvine Unified School District solicitation.

If you have any questions, or need anything further, please let me know.

Thank you

Sincerely,

Andy Van Straten

KI Contract Manager

Krueger International

(920) 468-2394



May 24th, 2022

Ms. Samantha Mudd Bluespace Interiors 23303 La Palma Ave Yorba Linda, Ca. 92887

**RE: Letter of Authorization for Bluespace Interiors** 

To Whom It may concern:

Bluespace Interiors is an authorized agent/dealer in good standing for Maverick Desk and thereby authorized to market, sell, distribute, warrant, and supply our products.

Please feel free to contact me should you have any questions.

Sincerely,

#### Tony Pacheco

President



15100 South Figueroa St. | Gardena, California 90248 M: 310.251.5309 O: 310.436.6134 F: 310.436.6135 maverickdesk.com | tpacheco@maverickdesk.com





May 24, 2022

**RE: Irvine USD Bid Proposal** 

To Whom It May Concern,

This letter is to certify that **Bluespace Interiors** is an authorized dealer for Safco Products. They are fully authorized to sell, install, and service all lines of Safco Products office and educational furniture and products in support of the bid referenced above.

Please feel free to contact me should you have any questions.

Sincerely,

Ken Schwab

Kenneth Short

Division Sales Manager, Safco Products

**Safco Products** 

800-328-3020



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 1/5/2022

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).

	is certificate does not confer rights	to the	e cert	ificate holder in lieu of si			i)						
	DUCER				CONTA NAME:	СТ							
(OC) Heffernan Insurance Brokers 18004 Sky Park Circle, Suite 210				PHONE (A/C, No, Ext): 949-771-3400 (A/C, No): 949-771-3401									
	ine CA 92614	MILE 2 TO (A/C, NO)  E-MAIL ADDRESS:						1 1200, 110 <i>j</i> .	<del></del>				
		INSURER(S) AFFORDING COVERAGE											
İ				Lineman#, 0504040	MOUDE		Fire Insurance				NAIC#		
INSL	IRED			<u>License#: 0564249</u> OFFISQL-01							19682 29424		
Of	ice Solutions Business Products &	Serv	ices,		INSURER B : Hartiord Casualty Insurance Company								
	A Bluespace Interiors				INSURER C: Travelers Property Casualty Company of America 25674								
	303 La Palma Avenue rba Linda CA 92887				INSURE								
10	IDA LINUA CA 92007				INSURER E :								
					INSURE	RF:	·						
				NUMBER: 2078183706				REVISION NU	MBER:				
C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN'	/ CONTRACT THE POLICIE REDUCED BY	OR OTHER I	DOCUMENT WITI	H DECDE	T TO I	MUICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	1.3	LIMIT	 s			
Α	X COMMERCIAL GENERAL LIABILITY			72UUNHA9253		9/15/2021	9/15/2022	EACH OCCURRENCE		\$ 1,000	000		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT	ED	\$ 300,0			
								PREMISES (Ea occi			-		
								MED EXP (Any one		\$ 5,000	000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV		\$ 1,000,			
	POLICY X PRO- LOC						j	GENERAL AGGREC		\$ 2,000			
								PRODUCTS - COM		\$ 2,000,	000		
A	OTHER: AUTOMOBILE LIABILITY		-	701    INII IA 0050		0/45/0004	0//5/0000	COMBINED SINGLE		\$			
•	X ANY AUTO			72UUNHA9253		9/15/2021	9/15/2022	COMBINED SINGLE (Ea accident)		\$ 1,000,	000		
	OWNED SCHEDULED							BODILY INJURY (Pe					
	AUTOS ONLY AUTOS							BODILY INJURY (Pe	·- '				
	X AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	jE	\$			
										\$			
В	X UMBRELLA LIAB X OCCUR			72XHUHA9022		9/15/2021	9/15/2022	EACH OCCURRENCE	CE	\$ 5,000,000			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$ 5,000,000			
	DED X RETENTION\$ 10,000									\$			
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	mv   OBTEGIZZTO				12/31/2021	12/31/2022	X PER STATUTE	OTH- ER				
	ANYPROPRIETOR/PARTNER/EXECUTIVE T / N							E.L. EACH ACCIDENT \$ 1,000			000		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA E	EMPLOYEE	\$ 1,000,	000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL		\$ 1,000,			
	-									<del>* .,,</del>			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if more	space is require	ed)			,,,, <u></u>		
San	nple of coverages at time of binding. Do	es no	t prov	ide any proof of coverage	unless	holder name	and address	is completed					
CERTIFICATE HOLDER CAP					CANC	<u>ELLATION</u>							
	Name Address				THE	EXPIRATION	DATE THE	ESCRIBED POLIC REOF, NOTICE Y PROVISIONS.					
City, State Zip,				AUTHORIZED REPRESENTATIVE									
Oity, Gtate Zip,					127								

### Form W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.						•								
	Office Solutions Business Products & Services, LLC															
	2 Business name/disregarded entity name, if different from above															
DBA Bluespace Interiors																
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):															
e. ns on	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC								Exempt payee code (if any)							
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   P										,	.,,					
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax puis disregarded from the owner should check the appropriate box for the tax of the same content of the same classified as a single-member LLC that is not disregarded from the owner should check the appropriate box for the tax classified in the same classified in the same classified as a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classified in the same classif	n of the single-member own om the owner unless the own proses. Otherwise, a single	ner. Do r wner of the	e LL	C is	l	nption e (i <b>f</b> ar		n FAT	CA	repo	rting				
ēci	☐ Other (see instructions) ►					(Applie	s to acc	counts	maintair	ned o	utside	the U.	S.)			
S.	The first see instructions of the first see instructions of the first see instructions.    Other (see instructions) ► (Applies to accounts maintained outside of the first see instructions)    Requester's name and address (optional)															
See	23303 La Palma Ave.															
	6 City, state, and ZIP code															
	Yorba Linda, CA. 92887															
	7 List account number(s) here (optional)															
Par	Taxpayer Identification Number (TIN)															
Enter	your TIN in the appropriate box. The TIN provided must match the nam	e given on line 1 to avo	id	Soc	ial sec	curity	numb	er								
backu	p withholding. For individuals, this is generally your social security num	ber (SSN). However, for	ra 🗍			7			Γ	T		ī				
entitie	nt alien, sole proprietor, or disregarded entity, see the instructions for F s, it is your employer identification number (EIN). If you do not have a n	art I, later. For other				-			-							
TIN, la	ter.	umber, see now to get		r			ш		L.							
Note:	If the account is in more than one name, see the instructions for line 1.	Also see What Name a	nd [	Emp	oloyer	identi	ficati	on n	umbe	r						
Number To Give the Requester for guidelines on whose number to enter.							I . I									
				4	6	- 2	4	3	2	0	5	3				
Part	II Certification															
	penalties of perjury, I certify that:															
2. I am Sen	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b) I	have no	ot be	een n	otified	t vd b	the I	ntern	al F d m	Reve e th	enue at I a	am			
	a U.S. citizen or other U.S. person (defined below); and															
	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	is corre	oct												
Certific you ha	cation instructions. You must cross out item 2 above if you have been no ve failed to report all interest and dividends on your tax return. For real esta	tified by the IRS that you	are curr	enti	lv. Fo	r mor	taaae	inte	erest i	naic	1		use			
other ti	ition or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but	ns to an individual retirer it you must provide your	ment arr	ange TIN.	ement See t	he ins	, and struct	gen	erally for P	, pa art	iyme II, la	ents ter.				
Sign Here	Signature of U.S. person Leila Best	Da	ate ►	01	/03	/202	22									
Ger	neral Instructions	Form 1099-DIV (divi- funds)	dends, i					n sto	ocks (	or n	nutu	al				
Section references are to the Internal Revenue Code unless otherwise noted.  • Form 1099-MISC (various types of income, prizes, awards, or grosproceeds)							ross	;								
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other														
after they were published, go to www.irs.gov/FormW9.					eds from real estate transactions)											
Purpose of Form  • Form 1099-K (merchant card and third party network tr.						,	nsa	etic	ns)							
	ividual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer		me mortgage interest), 1098-E (student loan interest),													
identification number (TIN) which may be your social security number  • Form 1099-C (canceled debt)																
(SSN),	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	• Form 1099-A (acquis			ndoni	nent (	of sec	cure	d pro	per	ty)					
(EIN), t amoun	o report on an information return the amount paid to you, or other t reportable on an information return. Examples of information	Use Form W-9 only alien), to provide your	if you a	re a	U.S.							nt				
returns	include, but are not limited to, the following.  1099-INT (interest earned or paid)	If you do not return be subject to backup											t			

later.

#### **ADDENDUM NO. 1**

Bid No. 2021/22 - 3FA

Furniture & Equipment

Date Issued: May 24, 2022

This addendum forms a part of the contract and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the contract, of the original bid documents. Modify the following items wherever appearing in any portion of the bid documents. Acknowledge receipt of Addendum No. 1 in the space provided on this form. Failure to do so may subject bidder to disqualification.

The District has a standard agreement (listed as SAMPLE Independent Contractor Agreement in the bid documents) used for this bid. Should the awarded manufacturer wish to make changes to the agreement, any requests must be made and approved by the District prior to the Board Award of the bid.

The following revisions and/or additions are hereby made:

Response to Request for Information (RFI) is included in this Addendum.

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

**NOTE:** The failure or omission of any bidder to receive or examine any bid documents, forms, instrument, addendum, specifications, plans or other documents shall by no means relieve any bidder from any obligation with respect to his/her bid or to the contract.

#### PLEASE SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR BID FORM.

Bluespace Interiors
Company Name
Signature
Signature
CHRIS MELLGREN
Print Name
Vice President of Sales
Title

#### **Request for Information**

- 1. Please confirm all installation is done during normal business hours and non-prevailing wage.
  - a. Deliveries typically occur starting at 7am Monday through Friday. There are times, when school is in session, that deliveries must occur after hours or on weekends.
- 2. Will the District allow for any installation to be quoted separate from product to ensure the District is paying the lowest total delivered cost?
  - a. No. Per the Bid Documents, Page 3, Section 3: <u>Bid Pricing</u>. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.
- 3. We understand there are no volume commitments going forward, however, can you provide historical annual volume?
  - a. Unfortunately, we cannot. Each fiscal year and each manufacturer vary.
- 4. Will you allow for alternate manufacturers? For example, in place of ECR for Kids, we'd like to bid Childcraft. Additionally, for Mytcoat, we'd like to bid UltraSite.
  - a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events). At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
- 5. Are we able to add manufacturers than what is listed on the bid documents?
  - a. The District is not adding any manufacturers at this time.

- 6. On page 15, Section 15 states, "bidders can be either a manufacturer or authorized reseller..." Is there anywhere in the bid that says a manufacturer can't bid the contract direct and list the authorized local dealers to services, sell and warranty the product?
  - a. Per the Bid Documents, Page 13, Section 31: 31. <u>No Assignment.</u> The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
- 7. Can we provide alternates to the listed manufacturers?
  - a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events). At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
- 8. Will any product be allowed to direct ship to site?
  - a. No. Per the Bid Documents, Page 3, Section 3: <u>Bid Pricing</u>. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.
- 9. Will bid opening be done in person or Zoom?
  - a. In Person.
- 10. I would love to add some additional furniture manufacturers to the following bid Bid No. 2021-22-3FA. Is that possible?
  - a. The District is not adding any manufacturers at this time.