

Board Office Use: Legislative File Info.	
File ID Number	13-2235
Committee	Facilities
Introduction Date	10-9-2013
Enactment Number	13-2082
Enactment Date	10/9/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary of the Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 9, 2013

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-2231	AEKO Consulting	\$3,269.68	Measure B	P.O.	Facilities Department	5-6-2013	Oakland, CA
13-2233	American Time & Signal	\$325.71	County School Facilities Fund	P.O.	Washington Modernization	1-28-2013	Dassel, MN
13-2234	Anderson Carpet	\$11,494.00	County School Facilities Fund	P.O.	Claremont Landscaping	8-21-2013	Oakland
13-2235	B.P. Woods	\$9,260.12	General Fund	P.O.	Tilden RAD Relocation	6-7-2013	Dublin, CA
13-2242	B.P. Woods	\$726.25	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-6-2013	San Jose, CA
13-2241	CDW Government	\$2,938.42	Measure B	P.O.	Lowell MS Modernization	4-30-2013	Chicago, IL
13-2243	Chussy International	\$5,850.00	General Fund	P.O.	Facilities Department	6-18-2013	Oakland, CA
13-2248	Collaborative for High Performance School	\$2,000.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	Sacramento, CA
13-2246	Comack Plumbing	\$4,195.81	Measure B	P.O.	Lowell Modernization	2-14-2013	Oakland, CA
13-2249	Cor-O-Van	\$1,900.007	Special Reserve Fund	P.O.	Lakeview School Closure	2-12-2013	Pleasanton
13-2250	Cor-O-Van	\$2,815.75	Measure B	P.O.	Arroyo Viejo	2-12-2013	Pleasanton, CA
13-2251	Creation Engine, Inc.	\$59.00	Measure A	P.O.	Facilities Department	3-8-2013	Mt. View, CA
13-2252	Creation Engine, Inc.	\$598.00	Measure A	P.O.	Facilities Department	2-6-2013	Mt. View, CA
13-2253	Crown Worldwide Moving	\$900.00	County School Facilities Fund	P.O.	Ralph Bunche HS	5-8-2013	San Leandro, CA
13-2254	Digital Design Communications	\$5,205.39	Measure B	P.O.	Lowell Modernization	2-14-2013	Oakland, CA
13-2255	E3 Systems	\$1,998.00	County School Facilities Fund	P.O.	District-wide Retro Commissioning	1-3-2013	Oakland, CA
13-2256	East Bay Blue Print & Supply Co.	\$19,500.00	Measure B	P.O.	Facilities Department	1-14-2013	Oakland, CA
13-2257	EBMUD	\$5,571.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	8-21-2013	Oakland, CA
13-2258	Enviroplex, Inc.	\$9,460.00	County School Facilities Fund	P.O.	Burckhalter ES Portable Installation	7-11-2013	Stockton, CA



OAKLAND UNIFIED SCHOOL DISTRICT

13-2260	First Alarm	\$24,401.00	Measure A	P.O.	Metwest Educational Center Phase 2	1-28-2013	San Jose, CA
13-2261	Gary Doupnik	\$7,056.00	County School Facilities Fund	P.O.	Washington Sankofa Portable Installation	3-6-2013	Loomis, CA
13-2262	Gary Doupnik Manufacturing	\$27,600.00	County School Facilities Fund	P.O.	Madison Portable Installation	3-8-2013	Loomis, CA
13-2263	JUV, Inc.	\$1,478.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	8-21-2013	Oakland, CA
13-2264	Lee Signs	\$10,000.00	County School Facilities Fund	P.O.	Metwest Educational Center Phase 2	3-1-2013	Oakland, CA
13-2265	MACO Security Products	\$203.39	Special Reserve Fund	P.O.	La Escuelita Educational Center Phase 1 Increment 3	3-11-2013	Oakland, CA
13-2266	Mobile Modular Portable Storage	\$248.10	County School Facilities Fund	P.O.	Washington Modernization	4-30-2013	Livermore, CA
13-2267	North American Fence & Railing, Inc.	\$4,205.00	Measure B	P.O.	Lowell MS Modernization	3-6-2013	Oakland, CA
13-2268	North American Fence & Railing, Inc.	\$1,920.00	Measure A	P.O.	Arroyo Viejo CDC Renovation of Building	2-5-2013	Oakland, CA
13-2269	Pacific Light and Shade	\$2,470.00	County School Facilities Fund	P.O.	Grass Valley ES Portable Installation	2-14-2013	Oakland, CA
13-2270	Payless Repair Services	\$4,425.00	Measure A	P.O.	Facilities Department	6-18-2013	Oakland, CA
13-2271	Peterson Power Systems	\$876.81	County School Facilities Fund	P.O.	La Escuelita Educational Complex	9-12-2013	San Leandro
13-2272	PG&E	\$1,000.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	2-22-2013	Oakland, CA
13-2274	Rays Electric	\$2,026.80	Measure A	P.O.	Piedmont Portable Installation	1-14-2013	Oakland, CA
13-2275	RMT Landscaping	\$25,000.00	County School Facilities Fund	P.O.	Havenscourt New Cafeteria & Classroom Building	8-7-2013	Oakland, CA
13-2277	School Services of California Inc.	\$525.00	Measure A	P.O.	Facilities Department	2-26-2013	Sacramento, Ca
13-2278	Summerhill Electric	\$3,117.00	County School Facilities Fund	P.O.	Havenscourt New Cafeteria & Classroom Building	1-17-2013	Oakland

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The



OAKLAND UNIFIED
SCHOOL DISTRICT

implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Orders for the OUSD school sites.

P.O. Number:

P.O. Date:

PURCHASE ORDER TERMS AND CONDITIONS

B.P. Wood, Inc.

1. Definitions.

A) "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.

B) "Bidder" means a supplier who submits a Bid to the District in response to a solicitation.

C) "Contract" means Contractor's Bid; drawings or specifications, if any; these bid/purchase order terms and conditions together with the terms appearing on the reverse side hereof; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.

D) "Contractor" means the business entity designated on the face of this purchase order that is supplying Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.

E) "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services.

F) "District" means the Oakland Unified School District.

2. Assignment; Subcontracting. The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

3. Audit. The District shall have the right to examine and audit Contractor's records related to this Contract. Contractor and its subcontractors shall maintain and preserve all such records for a period of at least three (3) years after final payment to Contractor or after final Contract closeout, as determined by the District.

4. Award of Contract. The Bidder's Bid or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a bid, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law

5. Acceptance/Rejection of Bids. The District may award a contract on an individual item or combination of items, whichever is in the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid for 120 days after bid opening date unless otherwise stipulated and may be accepted without further written notice by the District. The Bidder may withdraw its Bid at any time before the Bid opening.

6. District Name May Not Be Used. The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.

Education Code Section 45125.1 when Contractor and/or its subcontractors will have more than limited contact with District pupils

8. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws.

9. Indemnification. Contractor agrees to indemnify and hold harmless the District, the Board, and their employees, agents, volunteers, affiliates, officers and directors from, and defend each of them against, any injury to person or property, claims, suits, liabilities or expenses (including reasonable attorneys' fees and costs) resulting from or connected with Contractor's performance hereunder, breach of its representations, warranties or obligations hereunder, or Contractor's failure to comply with any applicable law, or regulation.

10. Independent Contractor. Contractor shall perform its obligations under this Contract as an independent contractor of the District. Nothing herein shall be deemed to constitute Contractor and the District as partners, joint venturers, or principal and agent. Contractor has no authority to represent the District. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the District.

11. Independence of Bid. Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of antitrust laws.

12. Insurance. Upon the District's request, Contractor shall provide, and require its subcontractors to maintain, insurance policy/policies and limits of coverage acceptable to the District to protect against claims that may arise from this Contract.

13. Joint Bids. A joint bid submitted by two or more bidders participating jointly in one bid may be submitted, and each participating bidder must sign the joint bid. If the contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. In addition, the joint contractors must designate, in writing, one individual having authority to represent them all in matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

14. License. Upon payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. This license is subject to the limitation on the maximum number of end users or other scope limitations listed on the facing page and, if none are listed, this license shall be deemed to be enterprise-wide and the software may be used by all District end users without any maximum number of users. The license shall extend to permit contractors working for the District to use the software in the performance of their duties for the District.

15. Non-Discrimination. Contractor shall comply with all laws prohibiting discrimination in employment and shall include this nondiscrimination requirement in all subcontracts to perform work under the Contract.

16. Order of Precedence. This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the following order: (1) Contractor's Bid; (2) these Contract Terms and Conditions; (3) all other attachments incorporated into the Contract by reference. No term or condition of this Contract may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Contract shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Contract, those terms shall be considered proposals by Contractor which are hereby rejected.

A) Packaging. Items shall be packaged to protect them from damage during transit. Packing slips must include the District Purchase Order number, contents, quantity, and description. Material Safety Data Sheets shall be included when applicable.

B) Delivery. Contractor shall be responsible for delivery on a free-on-board (FOB) Destination basis and shall incur all costs associated with the delivery unless otherwise specified in this Contract. All deliveries shall be set on the District's dock and/or pallets or as otherwise prescribed by the District. All Deliverables are subject to acceptance by District. District will notify Contractor in writing of any defect or nonconformity and Contractor will repair or replace such defective or nonconforming goods or, at the District's option, refund the purchase price to District.

C) Acceptance. If items are not properly packaged or identified, or if items are determined by the District to be defective or non-conforming, deliveries or any part thereof may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the District at destination, notwithstanding any payment or inspection at source. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. Acceptance shall not be construed to waive any warranty rights the District may have at law or by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon acceptance.

18. Performance Guarantee. A performance guarantee may be required on award of annual contracts which exceed \$81,000.

19. Samples. Samples of items may be required by the District for inspection and specification testing and must be furnished free of expense to the District. The samples furnished must be identical in all respects to the items bid and/or specified in the Contract. Samples must be plainly marked with the name of Bidder, bid number, and date of bid opening. Samples may be retained for comparison with deliveries and if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. Bidder/Contractor assumes all risk of loss of or damage to samples.

20. Severability. If any provision or part of this Contract shall be declared illegal, void, or unenforceable, such term or provision shall be deemed stricken and the remaining provisions shall continue in full force and effect to the extent permitted by law.

21. Substitutions. Product substitutions require the prior, express written authorization from an authorized District representative.

22. Tax. The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.

23. Termination. The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.

24. Title. Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.

26. Warranty.

... furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.

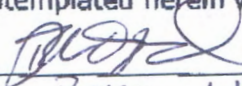
B) At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

C) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

D) Contractor warrants it has full title to the Deliverables and has the right to grant the District the rights and licenses contemplated herein without the requirement for consent of any third party.

AGREED and ACCEPTED:

By:


Brian WOOD

Its: PRESIDENT BP WOOD INC.

Date:

6-11-13

B. P. Wood, Inc.

1873 St. Andrews Place
 San Jose, CA 95132
 Voice (408) 690-3999
 FAX (408) 258-3357

EXHIBIT A**Estimate**

Date	Estimate #
5/25/2013	1631

Name / Address
Oakland Unified School District icio Cautiverio igh Street Oakland, CA

Service Address
Tilden

Terms	Project
Due on receipt	

Description	Qty	Cost	Total
Cisco 3560 (used) 48 port Power over Ethernet switch	2	1,343.25	2,686.50T
Fiber Optic patch cable	3	48.00	144.00T
Cisco Compatible SFP fiber modules	4	88.00	352.00T
IP500 VCM32 - Provides CODEC resources for IP phone traffic.	1	480.00	480.00T
Avaya IP endpoint (20) Licenses - Will enable a total of 60 IP telephones.	3	1,050.46667	3,151.40T
Labor to configure and install all equipment in this proposal. Includes programming IP phones for staff relocating from Cole facility to Tilden facility.	1	1,850.00	1,850.00
		Subtotal	\$8,663.90
		Sales Tax (8.75%)	\$596.22
		Total	\$9,260.12

Signature _____

C7 License # 768630	
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TILDEN EDUCATION CENTER

OAKLAND UNIFIED SCHOOL DISTRICT

PROJECT: QCSD/RAD @ MAIN BUILDING ROOMS 8, 9, 10, 11 AND OFFICE

PROJECT: FAMILY LITERACY, TK AND SIG @ PORTABLES 8, 9, 10 AND 13

ITEM	UNIT PRICE	QUANTITY	AMOUNT	REMARKS
MOVING COST (32 FTE) (UNIT PRICE FROM COROVAN PER RICHARD ROGERS)	\$ 475.00	32	\$ 15,200.00	
CUBICLE COST (PRICE QUOTE FROM COROVAN)				
Break down and move 19 existing cubicles (@Cole)			\$ 3,521.25	
16 new cubicles plus delivery, installation and sales tax			\$ 37,128.72	
PHONE WIRING (PRICE QUOTE FROM TELEMATX)			\$ 8,000.00	
PHONE DEVICES, SWITCH, PROGRAMMING (PRICE QUOTE FROM B.P.WOOD, INC.)			\$ 9,260.12	
DATA (IT EQUIPMENT) FOR ROOMS 8, 9, 10 AND 11 (PRICE QUOTE FROM TELEMATX)			\$ 16,000.00	
DATA (IT EQUIPMENT) FOR PORTABLES 8, 9, 10 AND 13 (PRICE QUOTE FROM TELEMATX)			\$ 6,000.00	
REMEDIATION COSTS - PORTABLE 8 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 9 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 10 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 13 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 4,320.00	
REPAIRS AS NECESSARY AFTER PORTABLES REMEDIATION			\$ 44,000.00	(est.)
ALLOWANCE (15%)			\$ 23,134.51	
TOTAL			\$ 177,364.60	(est.)

VERSION 4 - MAY 30, 2013





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
6/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

SCOLARI INSURANCE AGENCY
1101 S. WINCHESTER BLVD, SUITE J218
SAN JOSE, CA. 95128
9663342

CONTACT

NAME
PHONE (A/C No Ext) (408) 556-0390 FAX (A/C No) (408) 249-5876
E-MAIL ADDRESS kirk@scolariinsurance.com

INSURED

PINNACLE COMMUNICATIONS dba
B.P. WOOD INC.
1873 SAINT ANDREWS PLACE
SAN JOSE, CA 95132
408 690-3999

INSURER(S) AFFORDING COVERAGE

INSURER A SECURITY NATIONAL INSURANCE COMPANY

INSURER B UNITED FINANCIAL CASUALTY CO

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NA103735300	10/07/12	10/07/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			06538399-02	8/6/2012	8/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANYAUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

RE:TILDEN 4551 STEELE ST. OAKLAND, CA. 94619
OAKLAND UNIFIED SCHOOL DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE NAMED AS ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT
*10 DAY CANCELLATION FOR NON-PAYMENT

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL
DISTRICT
955 HIGH ST.
OAKLAND, CA. 94601

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED— OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Policy Number: 04-10154185	Endorsement Effective: 10/7/2011	12:01 a.m.
Named Insured B.P.Wood, Inc, DBA: PINNACLE COMMUNICATIONS	Countersigned By: <i>Lisa Erickson</i>	

SCHEDULE

Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
- 2. Exclusions**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** The words "you" and "your" refer to the Named Insured shown in the Declarations.
- D.** "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

ANF- ES 043 (5/2006)

TILDEN EDUCATION CENTER

OAKLAND UNIFIED SCHOOL DISTRICT

PROJECT: QCSO/RAD @ MAIN BUILDING ROOMS 8, 9, 10, 11 AND OFFICE

PROJECT: FAMILY LITERACY, TK AND SIG @ PORTABLES 8, 9, 10 AND 13

ITEM	UNIT PRICE	UNITS	COST	
MOVING COST (32 FTE) (UNIT PRICE FROM COROVAN PER RICHARD ROGERS)	\$ 475.00	32	\$ 15,200.00	
CUBICLE COST (PRICE QUOTE FROM COROVAN)				
Break down and move 19 existing cubicles (@Cole)			\$ 3,521.25	
16 new cubicles plus delivery, installation and sales tax			\$ 37,128.72	
PHONE WIRING (PRICE QUOTE FROM TELEXMAX)			\$ 8,000.00	✓
PHONE DEVICES, SWITCH, PROGRAMMING (PRICE QUOTE FROM B.P.WOOD, INC.)			\$ 9,260.12	•
DATA (IT EQUIPMENT) FOR ROOMS 8, 9, 10 AND 11 (PRICE QUOTE FROM TELEXMAX)			\$ 16,000.00	•
DATA (IT EQUIPMENT) FOR PORTABLES 8, 9, 10 AND 13 (PRICE QUOTE FROM TELEXMAX)			\$ 6,000.00	•
REMEDIATION COSTS - PORTABLE 8 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 9 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 10 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 3,600.00	
REMEDIATION COSTS - PORTABLE 13 (ESTIMATE FROM RESTORATION MANAGEMENT COMPANY)			\$ 4,320.00	
REPAIRS AS NECESSARY AFTER PORTABLES REMEDIATION			\$ 44,000.00	(est.)
ALLOWANCE (15%)			\$ 23,134.51	
TOTAL			\$ 177,364.60	(est.)

VERSION 4 - MAY 30, 2013



OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning & Management

AGREEMENT REQUEST FORM

V051487

DATE SUBMITTED: June 4, 2013

SUBMITTED BY: Joe Cavanagh

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)


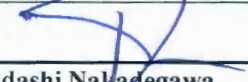
1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #--)	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

Vendor Number: 3012-2013
Fiscal Year: 2012-2013
P.O. Under \$50K: 6-7-2013
Date Processed: 6-7-2013
To: MB 6/7 To DR:

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
			0%

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

 Timothy E. White Assistant Superintendent	Date <u>6/6/13</u>	 Tadashi Nakadegawa Director of Facilities	Date <u>6/6/13</u>
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SECTION III. AGREEMENT INFORMATION:

Project Name:	Tilden RAD Relocation	Project No:	<u>13-2235</u>
Vendor Name:	B.P. Wood, Inc.	Vendor Contact:	<u>6274</u>
Vendor Phone Number:	408-690-3999	Vendor Mailing Address:	1873 St. Andrews Place Dublin, CA 94568
Agreement Start & Stop Dates:	June 13, 2013 Through July 13, 2013	Amounts:	Current Contract Amount: \$ 0.00 Not to Exceed Amount: \$ 9,260.12 Revised Contract Amount: \$ 9,260.12
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certificate of Insurance Attached <input type="checkbox"/> Yes <input type="checkbox"/> No		Date provided: <u> </u>	

David Kakishiba
President, Board of Education

For Construction Contracts \$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
 - 2) Date(s) of Bid Advertisement
 - 3) Date of Bid Opening
 - 4) Name of Architect
 - 5) Liquidated damages per day 0.15
 - 6) Performance Bonds Attached
 - 7) Payment Bonds Attached
 - 8) Number of Phases
- Gary Yee, Ed.D.**
Secretary, Board of Education
- (Sections 6 & 7 to be completed by Contract Administration department)

Scope of Work: (Needed to prepare Executive Summary)

Supply and install: Two 48-port power over ethernet switches, three fiber optic patch cables, four SFP fiber modules, one IP500 VCM32 CODEC resource provider, three sets of 20 Avaya IP endpoint licenses. Proposal includes labor to configure and program equipment.

Discussion Information (Needed to prepare Executive Summary)

Funding Source Fund 01

Budget Number:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

RECEIVED
6-7-2013

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/SLRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."	
2.)	District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.	
3.)	Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)	
4.)	Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410	
5.)	Product Match /(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410	
6.)	Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410	
7.)	Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.	

DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

June 10, 2013

Mr. Brian Wood
B.P. Woods, Inc.
1873 St. Andrews Place
Dublin, CA 94568

Dear Mr. Wood_:

Please find attached an original of the following document:

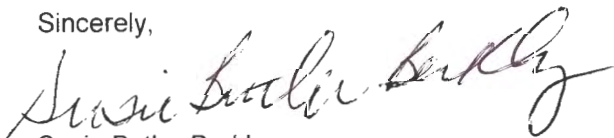
Purchase Order Contract with B.P. Wood Inc. for Fiber Optic Services for the Tilden RAD Relocation Project in an amount not to exceed \$9,260.12

To move forward with the contract approval process, we need you do the three things listed below and return one copy of the contract within two days of the date of this letter. Delays in returning this contract may result in significant delays in the approval process.

1. Have the appropriate representative sign one copy of the above referenced contract.
2. Provide Certificate of Insurance submitted with the agreement must identify Oakland Unified School District and its directors, officers, employees, agents and representatives as additionally insured.

We look forward to working with you. If you have any questions please feel free to contact me at 510-535-7079.

Sincerely,



Susie Butler-Berkley
Contracts Analyst
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-7079

B. P. Wood, Inc.

1873 St. Andrews Place

San Jose, CA 95132

Voice (408) 690-3999

FAX (408) 258-3357

EXHIBIT A**Estimate**

Date	Estimate #
5/25/2013	1631

Name / Address
Oakland Unified School District Florencio Cautiverio 955 High Street Oakland, CA

Service Address
Tilden

Terms	Project
Due on receipt	

Description	Qty	Cost	Total
Cisco 3560 (used) 48 port Power over Ethernet switch	2	1,343.25	2,686.50T
Fiber Optic patch cable	3	48.00	144.00T
Cisco Compatible SFP fiber modules	4	88.00	352.00T
IP500 VCM32 - Provides CODEC resources for IP phone traffic.	1	480.00	480.00T
Avaya IP endpoint (20) Licenses - Will enable a total of 60 IP telephones.	3	1,050.46667	3,151.40T
Labor to configure and install all equipment in this proposal. Includes programming IP phones for staff relocating from Cole facility to Tilden facility.	1	1,850.00	1,850.00
		Subtotal	\$8,663.90
		Sales Tax (8.75%)	\$596.22
		Total	\$9,260.12

Signature

C7 License # 768630	
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