Board Office Use: Le	gislative File Info.
File ID Number	13-1859
Committee	Facilities
Introduction Date	8-28-2013
Enactment Number	13-1793
Enactment Date	8-28-13



Memo

ToBoard of EducationFromDr. Gary Yee, Acting Superintendent<br/>and Secretary of the Board of Education<br/>Timothy White, Associate Superintendent, Facilities Planning and ManagementBoard Meeting DateAugust 28, 2013SubjectDivision 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
13-1859	Air Sea Containers	\$1,948.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	5-17-2013	Oakland
13-1860	Asbestos Management Group	\$2,600.00	Measure B	P.O.	Lowell MS Modernization	7-2-2013	Oakland
13-1861	Associates Comfort Systems	\$980.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	7-25-2013	San Leandro
13-1862	Bayview Environmental Services Inc.	\$7,850.00	County School Facilities Fund	P.O.	Oakland Tech Seismic Retrofit	7-11-2013	Oakland
13-1863	Charles M. Salter Associates, Inc.	\$2,650.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	San Francisco
13-1864	Danda Hauling & Trucking	\$1,400.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-28-2013	Brisbane
13-1865	Digital Design Communications	\$3,851.19	Developer Fee	P.O.	La Escuelita Educational Center	4-2-2013	Oakland
13-1866	Elation Systems	\$35,200.00	Measure B	P.O.	Labor Compliance Software	6-26-2013	Pleasanton
13-1867	Graham Tree Services, Inc.	\$4,500.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	7-8-2013	San Leandro
13-1868	H&M Mechanical Group	\$3,800.00	Measure B	P.O.	Highland New Classroom	7-24-2013	Oakland
13-1869	HY Hibser Yamauchi Architects, Inc.	\$20,000.00	Fund 67	P.O.	District Administration Planning Studies	6-18-2013	Oakland
13-1870	J&R Fence, Inc.	\$21,213.00	County School Facilities Fund	P.O.	J&R Fence, Inc.	4-18-2013	San Leandro
13-1871	Musson Theatrical	\$12,952.00	County School Facilities Fund	P.O.	Oakland Technical Seismic Retrofit AB300	4-2-2013	Santa Clara
13-1872	NVB Playgrounds, Inc.	\$2,452.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-17-2013	Indianapolis, IN
13-1874	Peninsulators	\$1,745.00	County School Facilities Fund	P.O.	Stonehurst CDC Building Replacement	5-17-2013	San Jose
13-1875	School Dude	\$6,648.31	Fund 40	P.O.	Building & Grounds	4-9-2013	Cary, NC
13-1876	School Dude	\$19,300.95	Deferred Maintenance	P.0	Building & Grounds	4-22-2013	Cary, NC



13-1877	School Outfitters	\$3,866.16	County School Facilities Fund	P.O.	School Outfitters	6-12-2013	Cincinnati, OH
13-1878	Telemax Communications	\$30,000.00	Fund 1	P.O.	Telemax Communications	6-7-2013	Dublin
13-1879	The Davey Tree Expert Tree Company	\$6,800.00	Measure A	P.O.	Arroyo Viejo CDC Renovation of Building	4-8-2013	San Ramon
13-1881	WiLine	\$35,000.00	Fund 67	P.O.	District Administration Relocation	6-18-2013	San Mateo

## **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 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 Order for the OUSD school sites.

p.1

P.O. Number:

P.O. Date:

# PURCHASE ORDER TERMS AND CONDITIONS

Air-Sea Containers, Inc.

(Contractor Name)

## 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

E) "Deliverables" means the tangible and/or intangible personal property, product, service, similar term. 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 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.

7. Fingerprinting. The Contractor and its subcontractors shall fully comply with the provisions of Education Code Section 45125.1 when Contractor and/or it 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 severably 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, nonexclusive, 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.

# 17. Packaging, Delivery and Acceptance.

**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.

A) Contractor warrants that all Deliverables 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:_	A.R.Seo Containers	I al C	Date: 5-2-13
By:	Larm Plumis		
, —	Its: President		

Form W-9 Request for Taxpayer (Rev. December 2011) Department of the Treasury Internal Revenue Service Identification Number and Certification								rei					ve Form to the quester. Do no end to the IRS.			
ci Si	AIR-SEA CO	your income tax return) NTAINERS, INC sgarded entity name, if different from above										8-18-1-1-18				
Print or type See Specific Instructions on page	Individual/sole	company. Enter the tax classification (C=C corporation, S=S corporation, P=partners								L	Exe	ampt	paye			
P See Specific	i internet i i i i i i i i i i i i i i i i i i i	reet, and apt, or suite no.) NUE sode	Requester's	s nar	ne	and	add	iress	s (op	itional	1}					
Par	List account numbe															
Enter to avo reside entitie	your TIN in the app oid backup withhold	ropriate box. The TIN provided must match the name given on the "Name" ling. For individuals, this is your social security number (SSN). However, for ietor, or disregarded entity, see the Part I instructions on page 3. For other er identification number (EIN). If you do not have a number, see How to get	ra	cial	se	curit	-	umt	l	] -						
Note.		more than one name, see the chart on page 4 for guidelines on whose	Er 9	Ť	yei	Г	ntif	icat	3	1 2	3	7	3			
Par	t II Certific		1		1.											
		, territy that this form is my correct taxpayer identification number for I am waiting for	a number :	to b	eis	ssue	dt	o m	ю), i	and						

- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. 1 am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►	X	any )	Runt	Pres-	Date 🕨	5-1-13	
Gener	al Instructio	Innel	7 00	}	Note. If a re	quester gives	you a form other than Form	W-9 to request

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or
- organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or
- An estate (crier man a foreign estate), or
   A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





# AIR-SEA CONTAINERS, INC.

370 - 8TH AVENUE OAKLAND, CA 94606 Tel (510) 568-8858 Fax (510) 568-3169 larryp@air-seacontainers.com

**EXHIBIT A** 

 Date
 Estimate #

 4/29/2013
 10791

Name / Address OAKLAND UNIFIED SCHOOL DISTRICT ACCOUNTS PAYABLE 1025 2ND AVE OAKLAND, CA 94606

· \*

		P.O. No.	Tenns
		Eric	NET 30
Description	Qty	Cost	Total
SALE OF STORAGE CONTAINER 20' RECONDITIONED INSIDE AND OUT W/NEW PRIMER AND PAINT, 2 EA LOUVERED SIDE VENTS, 1EA TURBINE ROOF VENT, LOCK BOX ON DOORS	1	2,550.00	2,550.00
Container Delivery PICK UP OLD 40' ALUMINUM NO CHARGE	1	145.00	145.00
CREDIT FOR TRADE IN ON 40'		-900.00	-900.00
		Subtotal	\$1,795.00
Fhank you for your business.		Sales Tax (9.0%)	\$152.86
f you have any questions please contact us at: Fel: 510-568-8858 Fax: 510-568-3169 Email: larryp@air-seacontainers.com		Total	\$1,947.86

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# OAKLAND UNIFIED SCHOOL DISTRICT Department of Facilities Planning and Management 105659 AGREEMENT REQUEST FORM

k. J	AGREEME	NT REQU	<b>UEST FORM</b>	
DATE SUBMITTED:	and a state of the state of the state			6-A-
SUBMITTED BY:	Eric Sih		REVIEWE	
	C OF AGREEMENT (PLEASE d Engineers) Contract	$\frac{CHECK(C)}{[]}$		Bond Program Director \$15,000.00) Construction Contract
5			-	
	në spranë sar	□· 6.)		Vendor Number: 20 12 - 2013
3.) Agreement for Pro Etc.	ofessional Services - Testing	7.)	Change Order	Fiscal Year: 2012-201
4.) Amendment to Ag Services	reement for Professional	8.)	Purchase Orde	Date Processed _ 3-12-12
1.1	1		$\langle \rangle$	5 ab
Timothy E. White	Date		iashi Nakadegay	wa Date
Asst. Superintendent	a differenti un per specific Canto defense atranomientare as antis sus assessments	Fac	ilities Director	ne were late any ways
	AL BUSINESS PARTICIPAT	ION PERC	CENTAGE:	
Local Business	Small Local Business	Small		Business Total Percentage
100.00%	0.00%	<u> </u>	0.00%	100.00%
SECTION III. AGI Project Name:	REEMENT INFORMATION: Ralph Bunche Portable Installa	tion	Project No:	13104 902890-
Vendor Name:	Air Sea Containers		Vendor Contac	t: Larry Plumb
Vendor Phone Number:	(510) 568-8858		Vendor Mailin Address:	g 370 8th Avenue Oakland, CA 94606
Agreement Start and Stop Dates:	Start: 5/15/2013 Stop: 12/15/2013		Amounts:	Current Contract Amount:         \$0.00           Not to Exceed Amount:         \$1,948.00
	e de de terres dense manamantenant as abit-		10 <sup>10</sup>	Revised Contract Amount: \$0.00
Has Work Started?	☐ Yes ☑ No If yes give an explanation:		Has Work Bee Completed?	n 🖸 Yes 🗹 No Date:
Certificate of Insurance	e Attached , 🗌 Yes 🛛 🔽	] No	Date provided:	DJ-14
For Construction Co	ntracts >\$15,000, please provi	le orattac	h the following	Gary Yee Ed.D., Secretary Board of Education
<ol> <li>Number of Bids Rece</li> <li>Date(s) of Bid Adver</li> <li>Date of Bid Opening</li> <li>Name of Architect - F</li> <li>Liquidated damages p</li> </ol>	ived, List of Bilders and Amon fisement roduction Date 8-28 IV Architests 13-179	B(Bid For CO13 3 3 3	m) (Attach Bid 1 6) Performat 7) Payment 1 (Sections 6 a Contract Add	
School. Truck out the ex Discussion Info: (Nee	xisting damaged storage containe ded to prepare Executive Summa	de vents, lo r for recycl	<u>ek box, prime a</u> <u>ing/trade in.</u> Provide <b>detaile</b>	nd paint, deliver to Ralph J. Bunche High d background - Why is contract required
Funding Source:	o students) - Add additional page		Cer Voi sus exc get Number: sign	tification Regarding Debarment, Suspension, Ineligibility and untary Exclusion: The District certifies to the best of its knowledge I belief, that it and its officials: Are not presently debarred, pended, proposed for debarment, declared ineligible, or voluntarily luded from covered transactions by any Federal department or ncy according to Federal Acquisition Regulation Subpart 9.4, and by hing this contract, certifies that this vendor does not appear on the luded Parties List. https://www.sam.gov/portal/public/SAM

- 1-

Genex Servies, Inc.

· Re: Estimate from AIR-SEA CONTAINERS, INC.

Page 1 of 3

## Larry Plumb

From: Eric Sih [esih@sgicm.com]

Sent: Wednesday, May 01, 2013 12:34 PM

To: larryp@air-seacontainers.com

Subject: Re: Estimate from AIR-SEA CONTAINERS, INC.

Ok then. Please forward your w9 to me. I will initiate a PO as soon as possible. When is the ETA on finishing 1 for us? Please advise. Thanks,

Eric Sih SGI Construction Management Project Manager 955 High Street Oakland, CA 94601 P: (510) 535-7077 | C: (510) 912-7915 | F: (510) 535-7069 www.sgicm.com

### () Please consider the environment before printing this email.

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

----- Original Message -----

From: Larry Plumb <larryp@air-seacontainers.com> To: Eric Sih Sent: Wed May 01 08:43:03 2013 Subject: RE: Estimate from AIR-SEA CONTAINERS, INC.

Ed, thank you for your e-mail but delivery is never included in the price of the container. I have made a fair offer and that is the best I can do.

Regards

Larry Plumb

----Original Message-----From: Eric Sih [mailto:esih/@sgicm.com] Sent: Tuesday, April 30, 2013 6:13 PM To: Larry Plumb Cc: Eduardo Rivera-Garcia Subject: RE: Estimate from AIR-SEA CONTAINERS, INC.

Larry,

