



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-2739
Committee	Facilities
Introduction Date	12-11-2013
Enactment Number	13-2573
Enactment Date	12/11/13 OA

# Memo

**To** Board of Education

**From** Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Deputy Superintendent  
 Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** December 11, 2013

**Subject** Purchase and Delivery Contract - MB Contract Furniture - Metwest Educational Center Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-0058, Purchase and Delivery Contract on behalf of the District for the Metwest Educational Center Project to MB Contract Furniture, 6210 Goodyear Road, Benicia, CA 94510 in the amount of \$334,790.69, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Two hundred ten (210) days Calendar Days, commencing December 11, 2013, and ending on June 11, 2014.

**Background** The existing furniture is not adequate for the new building and does not meet their program requirements.

**Local Business Participation Percentage** 51.50%

**Strategic Alignment** 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.

#### **Recommendation**

Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1314-0058, Purchase and Delivery Contract on behalf of the District for the Metwest Educational Center Project to MB Contract Furniture, 6210 Goodyear Road, Benicia, CA 94510 in the amount of \$334,790.69, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: Two hundred ten (210) days Calendar Days, commencing December 11, 2013, and ending on June 11, 2014.

#### **Fiscal Impact**

County School Facilities Fund

#### **Attachments**

- Purchase and Supply Contract including scope of work
- Payment and Performance Bonds
- Insurance

**CONTRACT FOR PURCHASE AND DELIVERY OF FURNITURE FROM  
MB CONTRACT FURNITURE  
FOR A TOTAL COST NOT TO EXCEED THREE HUNDRED THIRY-FOUR  
THOUSAND, SEVEN HUNDRED NINETY DOLLARS AND SIXTY-NINE  
CENTS (\$334,790.69)**

THIS AGREEMENT is made as of the 7th day of November, 2013 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and MB CONTRACT FURNITURE 6210 GOODYEAR ROAD, BENICIA, CA 94510, ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR to provide furnishings, fixtures and equipment in support of the opening of the MetWest Educational Complex and the Child Development Center to DISTRICT site upon written direction from the DISTRICT, during regular business hours of the DISTRICT.

1. SCHEDULE AND TIME OF COMPLETION:

The term of Agreement shall commence on December 11, 2013 and shall terminate on June 11, 2014.

2. CONTRACT PRICE:

VENDOR agrees to perform all of the work included in Section 2 for a sum not to exceed Three hundred thirty-four thousand, seven hundred ninety dollars and sixty-nine cents which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by VENDOR. VENDOR has submitted a price list attached hereto as Exhibit A and agrees to keep the prices constant for the term of this agreement.

3. MANNER OF PAYMENT:

Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

**Terms of Payment: 50% upon order, 25% when products arrives at MB Contract Furniture warehouse, and 25% upon delivery.**

4. USE OF SUBCONTRACTORS:

VENDOR shall not subcontract any work to be performed by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

5. CHANGES BY THE DISTRICT:

In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

VENDOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include, the cost of the material as well as and if applicable; engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall, if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.

In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.

It is understood, however, that the amount of work, materials or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

**6. CHANGES BY THE VENDOR:**

If the VENDOR, on a account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applies to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

**7. DISTRICT APPROVAL OF WORK:**

The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

**8. INSPECTION OF WORK/ DEFECTIVE OR DAMAGED WORK:**

DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT.

VENDOR shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. If VENDOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the VENDOR, have the authority to deduct the cost therefrom from any compensation due or to

become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

9. WARRANTY:

VENDOR hereby warrants that the goods and/or services covered by this contract will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to VENDOR, for VENDOR'S breach of this warranty. Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.

It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of the VENDOR and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States.

10. WARRANTY OF TITLE:

VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when delivered to the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

11. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination. In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may immediately terminate the Contract and shall pay the VENDOR only its allowable costs to date of the termination.

12. FAILURE TO COMPLETE CONTRACT -- EFFECT:

In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by retletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

13. DAMAGES:

MB Contract Furniture  
MetWest Educational Center  
Project Number: 07047-4



All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the VENDOR or any agent or person employed by him shall be sustained by the VENDOR.

14. LIQUIDATED DAMAGES:

It is agreed by the parties to the Agreement that time is of the essence and in event of delay in the completion of the work, or the delivery of the supplies, materials or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT. Accordingly, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer for reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

15. EFFECT OF EXTENSIONS OF TIME

Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

16. PERFORMANCE BOND:

As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of           \$0           with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

17. INDEMNIFICATION:

The VENDOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the DISTRICT its directors, officers, employees and/or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same.

18. INFRINGEMENT OF PATENTS:

The VENDOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so.

19. ASSIGNMENT AND DELEGATION:

The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

20. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the performance of this Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

21. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

VENDOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

22. HAZARDOUS CHEMICALS AND WASTES:

The VENDOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of VENDOR or any subcontractors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

23. INSURANCE

Workers' Compensation.

If VENDOR employs any person to perform work in connection with this Contract, VENDOR shall procure and maintain at all times during the performance of such work, Workers'

MB Contract Furniture  
MetWest Educational Center  
Project Number: 07047-4

Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Bodily Injury, Death and Property Damage Liability Insurance.

VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, VENDOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Self-Insurance:

VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

24. AUDIT AND INSPECTION OF RECORDS:

During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

25. DISTRICT REPRESENTATIVE:

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the Deputy Superintendent of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

26. NOTICES:

MB Contract Furniture  
MetWest Educational Center  
Project Number: 07047-4



All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Michael McNabb and the VENDOR'S Gary Van Husen. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:  
OAKLAND UNIFIED SCHOOL DISTRICT  
Facilities Department  
955 High Street  
Oakland, California 94606

ATTENTION: Timothy E. White, Assistant Superintendent, Facilities Planning,  
Buildings & Grounds and Custodial Services

If to the VENDOR:  
MB Contract Furniture  
6210 Goodyear Road  
Benicia, CA 94510

ATTENTION: Jane Mele

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

27. ATTORNEYS' FEES.

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

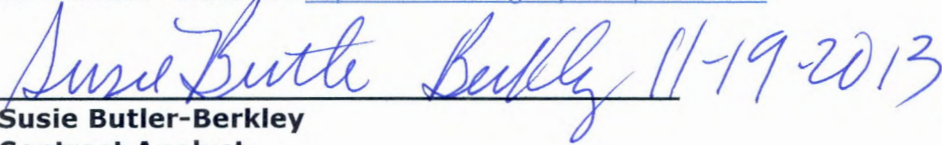
28. APPLICABLE LAW:

This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS.

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**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>

  
**Susie Butler-Berkley**  
**Contract Analyst**

MB Contract Furniture  
MetWest Educational Center  
Project Number: 07047-4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Title: President, Board of Education

Date: 12/2/13

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Title: Acting Superintendent and Secretary, Board of Education

Date: 12/2/13

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Title: Associate Superintendent

Date: \_\_\_\_\_

MB Contract Furniture

By: 

Title: PRINCIPAL

Date: 11-19-2013

APPROVED AS TO FORM:

By: 

Cate Boskoff, Facilities General Counsel

Date: 11-20-13

File ID Number: 13-2739  
Introduction Date: 12/11/13  
Enactment Number: 13-2573  
Enactment Date: 12/11/13  
By: OL

MB Contract Furniture  
MetWest Educational Center  
Project Number: 07047-4

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1314-0058**

**PURCHASE AND DELIVERY CONTRACT FOR FURNITURE SERVICES FOR  
THE METWEST EDUCATIONAL CENTER PROJECT**

**WHEREAS the DISTRICT** has heretofore requested bids to provide furniture, fixtures and equipment for Metwest High School and the Child Development Center at the La Escuelita Educational Center for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS** two (2) bids were provided via Division of Facilities Planning and Management in response to the said request as follows:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
MB Contract Furniture	Benicia, CA	\$334,760.69
Office Max	Oakland, CA	\$392,651.22

and,

**WHEREAS** the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a “good-faith” effort to do so as required by the District Policy for such participation;

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1314-0058**

**PURCHASE AND DELIVERY CONTRACT FOR FURNITURE SERVICES FOR  
THE METWEST EDUCATIONAL CENTER PROJECT**

Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **MB CONTRACT FURNITURE**, for the performance of the bid work, in the amount of **THREE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED SIXTY DOLLARS AND SIXTY-NINE CENTS (\$334,760.69)** be and is hereby accepted; all other bids are rejected, if any; and

**BE IT FURTHER RESOLVED** that the President and Secretary of this Board be and they are hereby authorized to enter into a contract, subject to form and content approval by the General Counsel, with **MB CONTRACT FURNITURE** for the performance of bid work.

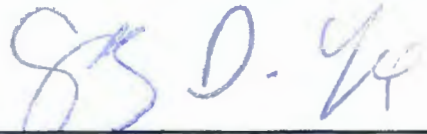
Passed by the following vote:

Jody London, James Harris, Roseann Torres, Anne Campbell  
AYES: Washington, Vice President Jumoke Hinton Hodge, President David  
Kakishiba  
NOES: None

ABSTAINED: None

ABSENT: Christopher Dobbins

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on December 11, 2013.

  
\_\_\_\_\_  
Dr. Gary Yee, Acting Superintendent and  
Secretary, Board of Education

File ID Number: 13-2739  
Introduction Date: 12/11/13  
Enactment Number: 13-2573  
Enactment Date: 12/11/13  
By: o.s.



**DOCUMENT 00 41 13**  
(FORMERLY DOCUMENT 00140)

**BID FORM**

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

From: MB CONTRACT FURNITURE, INC.  
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications.

PROJECT: La Escuelita Education Center Phase 2, Furniture, Fixture & Equipment  
PROJECT NO.: 07047-4

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

(1) Base Bid Amount:	\$	<u>\$314,790.69</u>
(2) TOTAL AMOUNT to Store Furniture for up to (45) Calendar Days *	\$	<u>0</u>
Amount PER DAY to Store Furniture *	\$	<u>\$ 27.00</u>
(3) District Contingency Allowance Amount*:	\$	<u>20,000.00</u>
TOTAL AMOUNT (1-3)	\$	<u>\$334,790.69</u>

\*Funds authorized by the District only and any amount not used will be credited back to the District.

**It is MANDATORY to include the CDC and MetWest Unit Cost Sheets as part of the Bid Form. If not included, Bid will be considered non-responsive.**

1. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Work cannot commence until District has authorized work to proceed. All unused funds to be credited back to the District. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

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

Dated this 14 day of OCTOBER 2013

Name of Bidder MB CONTRACT FURNITURE, INC

Type of Organization OFFICE FURNITURE DEALER

Signed by John Mele JANE MELE

Title of Signer VICE PRESIDENT

Address of Bidder 6210 GOODYEAR ROAD, BENICIA, CA 94510

Taxpayer's Identification No. of Bidder 68-0358114

Telephone Number (800) 395-9004

Fax Number (707) 751-2419

E-mail jane@mbcf.com Web page www.mbcf.com

If Bidder is a corporation, provide the following:

Name of Corporation: MB CONTRACT FURNITURE, INC

President: JOHN MELE

Secretary: JOHN MELE

Treasurer: JOHN MELE

Manager: JOHN MELE

END OF DOCUMENT

## LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: MB Contract Furniture  
 Project: La Escuelita Education Center Phase II  
 Project #:7047-7  
 Estimate: \$

Date:  
 Time:  
 Project Mgr:

**Based Bid** \$ **314,790.69**

**Verified Local Business Participation** 0.0% \$ -

**Based Bid W/ LBP Discount** \$ **314,790.69**

	LBE	SLB	SLBR	COMMENTS:
<b>Company: Friant</b>				1
Address: 4901 East 12th Street				2
City/State: Oakland, CA				3
Phone: (510) 535-5113	6.1%			4
<b>Company: Nor-Cal</b>				1
Address: 680 85th Avenue				2
City/State:Oakland, CA				3
Phone:(510) 760-6104	18.1%			4
<b>Company: Woodtech</b>				1 Need City of Oakland Verification
Address: 4611 Malat Street				2
City/State:Oakland, CA				3
Phone:(510) 534-4930	27.4%			4

<b>TOTAL PARTICIPATION</b>	<b>51.5%</b>	<b>0.00%</b>	<b>0.0%</b>
----------------------------	--------------	--------------	-------------

<b>51.48%</b>
---------------





# Interoffice Memo

Date: November 4, 2013  
 To: Tadashi Nakadegawa, Director of Facilities  
 From: Saya Nhim, Project Engineer  
 Project Name: La Escuelita Education Center Phase 2  
 Project No.: 07047-4  
**RE: Acceptance of Bid**

REQUEST FOR REVIEW OF BID TO ENABLE AWARD:

### SCORECARD TALLY

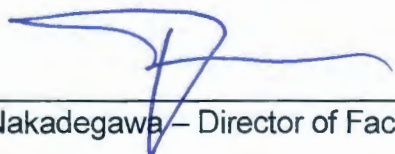
TOTAL # OF BIDS: 3	Responsive Low Bid	2 <sup>nd</sup> Bidder	3 <sup>rd</sup> Bidder
Contractor	<b>MBCF</b>	OMWI	Lakeshore Learning
Base Bid Amount	<b>\$314,790.69</b>	\$365,253.22	NON-RESPONSIVE
Contingency Allowance	<b>\$20,000</b>	\$20,000	N/A
Total Bid Amount	<b>\$334,760.69</b>	\$392,651.22	N/A
Scorecard Total Points	<b>284/300</b>	235/300	0/300

Local Business Enterprise Participation: 51.48 %

SGI Construction Management recommends the award of the bid to MB Contract Furniture, Inc., for a total contract amount of \$ 334,790.69

FF&E BUDGET: \$ 270,000 BID SAVINGS: -\$64,790

RECOMMENDATION: Saya Nhim 11/4/13  
 Name of Project Manager Date

ACCEPTANCE:  11/5/13  
Tadashi Nakadegawa – Director of Facilities Date





OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/13  
VENDOR: Office Max (OWI)  
EVALUATOR: Saya Nheim

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	10	10	
Experience with Educational Facilities	20	20	
Project Approach, Fee Structure & Overall Competitiveness	20	25	The freight and install was higher than other bids.
Schedule	0	20	No schedule provided.
Local Business Participation	25	25	met minimum requirement.
<b>TOTAL POINTS ACHIEVED</b>	<b>75</b>	<b>100</b>	

- Freight and taxes were noted as subject to change.
- Significant charge for storage.



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/2013  
VENDOR: OFFICE MAX  
EVALUATOR: AL ANDERSON

INCLUDED UNIT COST BREAKDOWN FOR BOTH METWEST & CDC

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	9	20	1964 INDUSTRY ENTRY LARGE NETWORK
Experience with Educational Facilities	17	20	CITY UNIVERSITY (SERVING) SAN JOSE STATE
Project Approach, Fee Structure & Overall Competitiveness	21	25	\$ 392,651.22
Schedule	16	20	NO SCHEDULE PROVIDED LEAD TIMES
Local Business Participation	23	25	SERVICE WEST PRIANT 32%
<b>TOTAL POINTS ACHIEVED</b>	<b>86</b>	<b>100</b>	

STORAGE COSTS \$7,398 FOR 45 DAYS  
\$ 528 DAY - AFTER 45?

ITEM C-6 REQUIRED UPHOLSTERED SEAT & BACK / SELECTION  
DID NOT HAVE

ITEM C-10 CAN CADDY HOLD 84 CHAIRS

ITEM B-1 NURSES COUCH - SHOULD BE BOOKSHELF / IN BOM AS  
BOOK SHELF

FREIGHT/TAX/ESTIMATED

LEAD TIMES FOR: AXIOM  
BASTX  
LAKEHURST

FURNITURE ONLY: \$ 237,640.76



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/25/13 8:15 am

VENDOR: OfficeMax

EVALUATOR: Robert Puleo, MVEI

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	9	10	Good product selections
Experience with Educational Facilities	15	20	
Project Approach, Fee Structure & Overall Competitiveness	20	25	
Schedule	10	20	Unclear schedule
Local Business Participation	20	25	
<b>TOTAL POINTS ACHIEVED</b>	74	100	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/2013  
VENDOR: LAKE SHORE  
EVALUATOR: AL ANDERSON

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise		10	
Experience with Educational Facilities		20	
Project Approach, Fee Structure & Overall Competitiveness		25	
Schedule		20	
Local Business Participation		25	
<b>TOTAL POINTS ACHIEVED</b>		100	

BID INCOMPLETE - DID NOT SUBMIT UNIT COSTS FOR HIGH SCHOOL (METWEST)





OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/13

VENDOR: Lakeshore

EVALUATOR: Saya Nhim

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	0	10	
Experience with Educational Facilities	0	20	
Project Approach, Fee Structure & Overall Competitiveness	0	25	Non-responsive
Schedule	0	20	BID DID NOT INCLUDE UNIT COST. METWEST. BID
Local Business Participation	0	25	
<b>TOTAL POINTS ACHIEVED</b>		<b>100</b>	



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/25/13 8:00 am \_\_\_\_\_

VENDOR: MB \_\_\_\_\_

EVALUATOR: Robert Puleo, MVEI \_\_\_\_\_

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	10	10	Has on-site experience installing the same manufacturer for Phase One
Experience with Educational Facilities	18	20	
Project Approach, Fee Structure & Overall Competitiveness	25	25	Most thorough submission
Schedule	20	20	Mapped out a clear project approach
Local Business Participation	25	25	Exceeded requirements
<b>TOTAL POINTS ACHIEVED</b>	98	100	



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/13  
VENDOR: MB Contract Furniture  
EVALUATOR: Saya Nhim

CRITERIA	PTS ACHIEVED	TOTAL MAX PTS	NOTES/EXCEPTIONS
Company History and Product Expertise	10	10	
Experience with Educational Facilities	20	20	
Project Approach, Fee Structure & Overall Competitiveness	23	25	Cost was a bit higher than Office Max, but the freight and install was cheaper.
Schedule	20	20	
Local Business Participation	25	25	met minimum requirement
<b>TOTAL POINTS ACHIEVED</b>	<b>98</b>	<b>100</b>	

-The cost for the storage up to 45 days did not charge OSD.



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools; Thriving Students

La Escuelita Education Center Phase 2 Project #07047-4  
MetWest & Child Development Center  
Furniture, Fixture & Equipment Proposal Scorecard

DATE/TIME: 10/29/2013  
VENDOR: MB CONTRACT  
EVALUATOR: AL ANDERSON

INCLUDED UNIT COST BK. DOWN FOR BOTH MW & CDC

CRITERIA	PTS. ACHIEVED	TOTAL MAX PTS.	NOTES/EXCEPTIONS
Company History and Product Expertise	8	10	EST. 1995
Experience with Educational Facilities	18	20	LA ESCUELITA, HOLY NAMES MERKITT COLLEGE
Project Approach, Fee Structure & Overall Competitiveness	23	25	\$334,790.69
Schedule	18	20	INCLUDED IN PROPOSAL MEETS DISTRICT REQ
Local Business Participation	12	25	WOODTECH 24% I FRIANT? NOR CAL
<b>TOTAL POINTS ACHIEVED</b>	<b>88</b>	<b>100</b>	

FURNITURE ONLY

\$ 134,174.38 CDC  
152,393.98 MW  
\$ 286,568.36

NOTE: NO CHARGE FOR 45 DAYS / \$27 DAY  
AFTER 45 DAYS

— HAS LIST OF DEVIATIONS FROM  
SPECS.

LOCAL

WOODTECH - DESKS  
NOR CAL - MOVING  
FRIANT - FILES



November 4, 2013

Jane Mele  
Vice President  
**MB Contract Furniture, Inc.**  
6210 Goodyear Road  
Benecia, CA 94510

**RE: RFP for the Furniture, Fixture & Equipment  
La Escuelita Education Center Project #07047-4  
Notice of Intent to Award**

Dear Ms. Mele:

We are pleased to inform you that your company has been selected to provide Furnishings, Fixtures and Equipment for the La Escuelita Education Center Phase 2 project. We were very impressed with your attention to detail and your overall educational experience.

Thank you for your firm's interest in Oakland Unified School District's ("OUSD") RFP regarding Furnishings, Fixtures and Equipment for the La Escuelita Education Center project. The District really appreciates the time and effort your team has put into its response. Saya Nhim will be your point of contact and will coordinate with you shortly for the remaining next steps.

Congratulations and we look forward to working with you.

Sincerely,



Tadashi Nakadegawa  
Director of Facilities

Cc: Joe Cavanaugh, SGI, Program Manager  
Rocky Borton, SGI, Project Manager  
Juanita White, OUSD, Bid Coordinator



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2013

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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 3697 Mt. Diablo Blvd., Suite 300 Lafayette, CA 94549  www.ajg.com 0726293	<b>CONTACT NAME:</b>	
	PHONE (A/C, No, Ext): 925-299-1112	FAX (A/C, No): 925-299-0328
<b>INSURED</b> M. B. CONTRACT FURNITURE, INC. 6210 GOODYEAR RD. BENICIA, CA 94510 ID #599465	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	INSURER A : Golden Eagle Insurance Corp 10836	
	INSURER B : Markel 12157	
	INSURER C : Peerless Insurance Company 24198	
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 17940136

REVISION NUMBER:

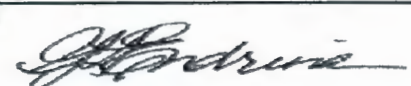
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability <input type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CBP1072989	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1072990	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000		CU8920181	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	MWC0056351-01	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: La Escuelita Educational Center Project 07047-3. Those usual and customary to insured's operations. Oakland Unified School District and its directors, officers, employees, and agents are included as Additional Insured as respects General Liability per attached form GECG 970 (01/11).

Written contract required.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Division of Facilities, Planning & Management 955 High St. Oakland CA 94601	<b>CANCELLATION</b>  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   Gina Endrina

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL LIABILITY GOLD ENDORSEMENT – CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SECTION I – COVERAGES**

#### **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **2. Exclusions**

Item 2.g. 2) is replaced with the following:

- 2.g. 2) a watercraft you do not own that is:
- a) less than 50 feet long; and
  - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

#### **SECTION I – COVERAGES**

#### **COVERAGE C. MEDICAL PAYMENTS**

If Medical Payments Coverage is provided under this policy, the following is changed:

##### **3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

#### **COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES**

##### **Insuring Agreement**

We will pay “product recall notification expenses” incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in “bodily injury” or “property damage”; and
- b. The “product recall notification expenses” are incurred and reported to us during the policy period.

The most we will pay for “product recall notification expenses” during the policy period is \$100,000.

#### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit” including actual loss of earnings up to \$500 a day because of time off from work.



## SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
  - a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided; and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the entity, or “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III – LIMITS OF INSURANCE

Paragraph 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each “location” owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of “property damage” to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

### 2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the “occurrence”, offense, claim, or “suit”. Knowledge of an “occurrence”, offense, claim or “suit” by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the “occurrence” or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the “occurrence”, offense, claim or “suit”.

Item 4. b. 1) b) is replaced with:

### b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

### 6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Includes copyrighted material of Insurance Services Offices Inc., with its permission.

Item 8. is replaced with:

**8. Transfer of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

**10. Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

**11. Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V – DEFINITIONS**

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23. and 24. are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**

- 1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision **1.a.** above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision **1.b.** above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.



2. This endorsement provision **A.** does not apply:
- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the “bodily injury”, “property damage” or “personal and advertising injury”;
  - b. To “bodily injury” or “property damage” occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, in 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. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities;
  - d. To “bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omission that results from the additional insured’s sole negligence or wrongdoing;
  - e. To any person or organization specifically designated an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy

**B. PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

Condition **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph **a. Primary Insurance**:

If an additional insured’s policy has an Other Insurance provision making its policy excess, and you have agreed in a written “construction contract” to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured’s policy for damages we cover.

For the purposes of this endorsement, “construction contract” means a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease agreement, or a permit issued by a state, county, municipality or other governmental authority.

- b. The following is added to paragraph **b. Excess Insurance**:

(3) Except as specified in paragraph a., above, any other insurance in which a party who is an additional insured hereunder is designated as a Named Insured.

Regardless of the terms of any written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured.

## PURCHASE AND DELIVERY CONTRACT ROUTING FORM

Project Information				
<b>Project Name</b>	Metwest Educational Center	<b>Site</b>	121	
Basic Directions				
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.				
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider			

Contractor Information						
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele			
OUSD Vendor ID #	V055975	Title	Project Manager			
Street Address	6210 Goodyear Road	City	Benicia	State	CA	Zip 94510
Telephone	925-381-8971	Policy Expires	10-12014			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #						

Term			
Date Work Will Begin	12-11-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-11-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$334,790.69
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1219003835	4432	\$334,790.69

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities			
	Signature	Date Approved	11/26/13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	11-20-13	
	Associate Superintendent, Facilities Planning and Management			
3.	Signature	Date Approved		
	Deputy Superintendent			
4.	Signature	Date Approved		
	Superintendent			
5.	Signature	Date Approved		