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Introduction Date	11-4-2015
Enactment Number	15-1875
Enactment Date	12-2-15 <i>JF</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *JEH*  
*LP* Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** November 4, 2015

**Subject** Purchase and Installation Contract - Metro Contract Group - Administration Building Tilden and Lakeview Admin Move Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution 1516-0128, Purchase and Installation Contract on behalf of the District for the Administration Building Tilden and Lakeview Admin Move Project to Metro Contract Group, 6800 Koll Center Parkway, Suite 100, Pleasanton, CA 94566 in the amount of \$708,894.00, 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: One hundred seventy-eight (178) Calendar Days, commencing November 4, 2015, and ending on April 29, 2016.

**Background** The scope of the project is to provide warehousing, delivery and installation of furniture for 1000 Broadway, Suite 150.

**Discussion** Furniture is needed for the move to the Administration building for OUSD employees.

**LBP** (Local Business Participation Percentage) 11.00%

**Procurement Method** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Recommendation** Authorize the President and Secretary of the Board to enter into and execute Resolution 1516-0128, Purchase and Installation Contract on behalf of the District for the Administration Building Tilden and Lakeview Admin Move Project to Metro Contract Group, 6800 Koll Center Parkway, Suite 100, Pleasanton, CA 94566 in the amount of \$708,894.00, 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: One hundred seventy-eight (178) Calendar Days, commencing November 4, 2015, and ending on April 29, 2016.

28. 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.

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: 

James Harris, President, Board of Education

Date: 12/3/15

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Antwan Wilson, Superintendent and Secretary, Board of Education

Date: 12/3/15

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Lance Jackson, Interim Deputy Chief

Date: 10/27/15

APPROVED AS TO FORM:

By: 

Cate Boskoff, OUSD Facilities Counsel

Date: 10-27-15

Metro Contract Group

By: 

Dwight Jackson

Title: President

Date: 10/27/15

Fiscal Impact

Fund 1

Attachments

- Purchase and Installation Contract including scope of work
- Consultant Proposal
- Certificate of Insurance



**CONTRACT FOR PURCHASE AND DELIVERY OF MATERIALS AND  
SUPPLIES FROM METRO CONTRACT GROUP FOR A TOTAL COST NOT  
TO EXCEED SEVEN HUNDRED EIGHT THOUSAND, EIGHT HUNDRED  
NINETY FOUR DOLLARS (\$708,894.00)**

THIS AGREEMENT is made as of the **23rd day of October, 2015** by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and METRO CONTRACT GROUP, 6800 KOLL CETNER PARKWAY, SUITE 100, Pleasanton, California 94566, ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR to provide warehousing, delivery and installation of furniture for 1000 Broadway, Site 150.

**SCHEDULE AND TIME OF COMPLETION:**

The term of Agreement shall commence on October 29, 2015 and shall terminate on April 29, 2016.

**1. CONTRACT PRICE:**

VENDOR agrees to perform all of the work included in Section 2 for a sum not to exceed **Seven hundred eight thousand, eight hundred ninety-four dollars and no cents (\$708,894.00)** 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.

**2. MANNER OF PAYMENT:**

Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Lance Jackson, Interim Deputy Chief of Facilities Planning and Management. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

9. 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.

10. 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.

11. 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 reletting 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.

12. DAMAGES:

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.

13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.



19. 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.

20. 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.

21. 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.

22. 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' 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.

23. 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.

24. 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.

25. NOTICES:

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Colland Jang and the VENDOR'S Dwight Jackson. 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: Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

If to the VENDOR:  
Metro Contract Group  
6800 Koll Center Parkway, Suite 100  
Pleasanton, CA 94566\

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.

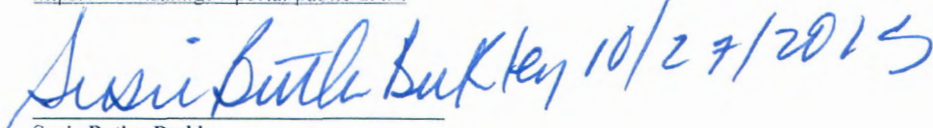
26. ATTORNEYS' FEES.

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.

27. APPLICABLE LAW:

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

**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





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

**RESOLUTION NO. 1516-0128**

**PURCHASE AND INSTALLATION CONTRACT FOR FURNITURE SERVICES  
FOR ADMINISTRATION BUILDING TILDEN AND LAKEVIEW ADMIN MOVE PROJECT**

**NOW, THEREFORE, BE IT RESOLVED**, that the bid of the lowest responsive, responsible bidder, **METRO CONTRACT GROUP**, for the performance of the bid work, in the amount of **SEVEN HUNDRED EIGHT THOUSAND, EIGHT HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (\$708,894.00)** 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 **METRO CONTRACT GROUP**, for the performance of bid work.

Passed by the following vote:

**AYES:** Aimee Eng, Jumoke Hodge, Nina Senn, Shanthi Gonzales and President James Harris

**NOES:** None

**ABSTAINED:** None

**ABSENT:** Roseanne Torres and Vice President Jody London

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 2, 2015.

Antwan Wilson, Superintendent and  
Secretary, Board of Education

File ID Number: 15-2043  
Introduction Date: 12-2-15  
Enactment Number: 15-1875  
Enactment Date: 12-2-15  
By:



## EXHIBIT A

Oct 21, 2015

Mr. Hector De Leon  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Dear Mr. De Leon

Thank you for including Metro Contract Group in the opportunity to provide a proposal for furnishing the 1000 Broadway Suite 150 project.

The Metro Contract Group is partnering with Alan Dones Company, a local small business certified with the City of Oakland, to provide all warehousing, delivery and install of furniture. Alan Dones Company's participation does not exceed the minimum 25%, given the cost of furniture the install is disproportionate and could not meet that minimum. Metro was founded in Oakland and currently maintains offices in Pleasanton, San Francisco and San Jose. Metro's principle owner and many of our employees reside in the City of Oakland.

It would be our pleasure to work with OUSD on this exciting and important project for our community. We believe that the talent of our team and the flexibility of our product can address your requirements in creative and unique ways. We look forward to hearing from you and contributing to the future of our students as a result of our collaborative efforts.

Best Regards,

A handwritten signature in blue ink, appearing to read "Dwight A. Jackson", with a long horizontal flourish extending to the right.

Dwight A. Jackson  
President /CEO  
Metro Contract Group, Inc.





### **Dealer ownership structure**

Metro Contract Group is a full-service contract furniture dealerships, based in Pleasanton, California. The company was founded in 2009. Metro employs a full time staff of professionals and outside service providers, including; Sales, Account Management, Design CAD, Interior Design, Project Management, Customer Service and Installation/Warehousing including ongoing Warranty Fulfillment.

Metro is minority owned (African-American) and a Certified MBE through the SBA, the National Minority Supplier Development Council, the CPUC Supplier Clearinghouse and through California Department of General Services as a SBE.

### **Dealer service philosophy**

Metro Contract Group is one of their largest distribution partners of Teknion furniture one of the world's largest manufacturers of high-end office furniture and design. We also represent over 300 diverse lines of office furniture. Teknion is our major systems furniture partner and provides professional-grade furniture that is widely accepted and used by government agencies and private corporations alike.

We are small enough to provide a high degree of personalized services, yet large enough to execute large size projects successfully throughout the country. We provide seamless coordination of services and product to manage a customer's facilities and assets - ongoing.

Metro Contract Group helps business and public agencies respond to the challenges of change, relocation and growth. As specialists in the workplace, we partner with our clients to create and manage individual workspaces that support business objectives. We are a customer centric company with more than two decades of service experience building long-term relationships with clients both large and small.

Our goal is to consistently exceed our client's expectations in providing furniture and facilities services solutions tailored to their requirements with value engineered cost savings.



A summary of our available services are listed below.

**Relocation Services**

- Inventory management
- Office moves

**New construction / Renovation projects**

- Project management
- Design & Installation
- Office furniture and related products
- Recycle/reuse/disposal of existing furniture

**Leasing / Renting**

- Flexible financing programs
- Rental furniture for quick or short term needs

**Workplace Consulting**

- Maximizing the use of real estate
- Providing inspiring workplaces that foster improved worker productivity
- Supporting Environmental Health and Safety programs
- Bar Coding, Asset Management

**Products**

- Furniture workstations, private offices, conference rooms
- Ergonomic seating along with seating for all areas of the office
- Demountable architectural walls
- Back office and support area furniture
- Full Health Care furniture offerings
- Custom solutions





## **A Summary of Current & Past Projects**

Metro has completed several projects of various size and scope. We are currently completing all the furniture for Levi's Stadium new home of the **San Francisco 49ers**. This multi-million dollar project includes over 250 Teknion workstations, seating, 50 private offices and conference rooms, 168 fully furnished private suites, a number of restaurants and private clubs – over 15,000 pieces of furniture. We were tasked with ordering and coordinating the delivery and installation of over 200 truckloads of furniture delivered and installed over a 120 day period. This process required a team of dedicated and professional project managers and service providers.

Logistics are a key factor in a project involving 53 unique vendors, 350 individual products and a challenging and fluid schedule. Because of our professional approach and confidence in our team we were requested to support the Contractor; Turner/Devcon JV , Architect; HNTB and ownership with more creative ways of delivering the project on schedule and on budget. For example, through our partnership with RF Trails we assisted in developing a sophisticated bar code system for all stadium assets, supported by a RFID thief and asset management system. We also performed several custom design solutions and utilized local vendors for a majority of the furniture, including barstools, tables and banquettes. In part we purchased over 1/3 of our contract in product and service from local vendors and suppliers. All of our delivery and install services were provided by a minority owned (Hispanic) and locally based Installation Company, All Modular Systems of Hayward, CA.

Approximately 60% of Metro's previous projects have been with public agencies - local, state and federal.

**Cities** -Metro supplied all the furniture/workstations for the City of Oakland's City Hall renovation and their new administration building – a combined \$5 million project.

**County/State** -Metro supplied all the furniture for the 400,000/sf Benefits Center for the County of Alameda, Alameda County Health facilities.

**Federal Government** –Metro projects included the renovation of several EEOC offices throughout the U.S., National Parks Service Headquarters move from Oakland to San Francisco, Veterans Administration, Army Corps of Engineers, IRS, EPA, HUD and US Bankruptcy Courts.

**Sports/Entertainment** – Oracle Arena – Golden State Warriors All furniture – suites, restaurants, lounges.  
- SAP Arena – San Jose Sharks Hockey – All suites, restaurants, lounges  
- Metreon – Sony entertainment center San Francisco  
- Pittsburgh Steelers – Consulting for Heinz Field  
- Levi's Stadium – SF 49ers – All furniture, suites, lounges, private & open offices

**Private Sector** - Metro is also the major supplier of furniture for many Hewlett Packard facilities, Sony Corporation, Union Bank and Silicon Graphics. Also, K-12 schools and many colleges and universities.

**DOCUMENT 00 41 13**

**BID FORM**

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

From:   Metro Contract Group    
(Proper Name of Bidder)

DIR 10 Digit Registration No.:   Pending  

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 of **Bid No. 15101**

PROJECT:   1000 Broadway, Suite 150 – Furniture Installation  

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

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

<u>Six hundred thirty three thousand eight hundred ninety four Dollars</u> <b>BASE BID Amount</b>	<u>\$ 633,894.00</u>
<u>Seventy Five Thousand dollars</u> <b>Contingency Allowance Amount</b>	<u>\$75,000.00</u>
<u>Seven hundred eight thousand eight hundred eighty nine dollars</u> <b>TOTAL BID Amount</b>	<u>\$ 708,894.00</u>

**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. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

**Additive/Deductive Alternates:**

**Alternate #1**

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

**BID FORM**  
**DOCUMENT 00 41 13-1**



_____ dollars    \$ _____
[ADD DESCRIPTION] Additive/Deductive:

**Alternate #1**

_____ dollars    \$ _____
[ADD DESCRIPTION] Additive/Deductive:

**Alternate #3**

_____ dollars    \$ _____
[ADD DESCRIPTION] Additive/Deductive:

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:
  
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
  
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
  
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
  
5. The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Disputes and Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
- The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Site-Visit Certification, if a site visit was required.
  - The Noncollusion Affidavit
  - Iran Contracting Act Certification

8. Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>10/16/15</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>10/19/15</u>	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

9. License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
  - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.



12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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 21st \_\_\_\_\_ day of Oct \_\_\_\_\_ 20 15

Name of Bidder Metro Contract Group

Type of Organization Office Furniture sales and installation (Corporate)

Signed by Dwight Jackson

Title of Signer President

Address of Bidder 6800 Koll Center Pkwy #100 Pleasanton, CA 94566

Taxpayer's Identification No. of Bidder 80-0326250

Telephone Number 925-201-5947

Fax Number 408-325-3288

E-mail dwight@metrocontractgroup.com Web page metrocontractgroup.com

Contractor's License No(s): No.: (see subs) Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: Metro Contract Group

President: Dwight Jackson

Secretary: Jeff Tuttle

Treasurer: Tim Thomas

Manager: Dwight Jackson

END OF DOCUMENT

DOCUMENT 00 42 00

CONTINGENCY ALLOWANCE

**1. Contingency Allowance Amount**

- a. Include in the Contract Price a contingency allowance in the amount of

Seventy Five thousand dollars       \$ [75,000.00]

**2. Expenditure of contingency allowance**

- a. This standard contingency is included for additional unforeseen conditions, including, but not limited to, asbestos removal and dry rot repairs. The degree of unknown conditions and will be higher for renovations in older school buildings and in buildings with complicated site conditions.

The District anticipates using the contingency allowance to pay for some or all extra cost changes in the Work.

- b. Expenditures from the contingency allowance, if any, are authorized and valued as changes in the Work, as specified in the General Conditions of Contract, Section 00700, Article 7.02. The District determines which changes in the Work are paid for from the contingency allowance. The District shall process expenditures from the contingency allowance in the form of an Allowance Expenditure Directive ("AED"). Please refer to Section 00700, Article 7.02 D. regarding Contractor's markup for overhead and profit for work performed under an AED.

**3. Adjustment of contract price**

- a. Upon completion of the Work, the Contract Price is adjusted by credit change order to provide for the difference, if any, between the total amount of authorized expenditures from the contingency allowance and the original amount of the contingency allowance. The Contractor is not entitled to all or any part of the unexpended balance of the contingency allowance.

END OF DOCUMENT



**DOCUMENT 00 43 13**

**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security,  
Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Dwight Jackson as Principal ("Principal"),  
and CASH as Surety ("Surety"),  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Oakland Unified School  
District ("District")

of Alameda County, State of California as Obligee, in the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

BID BOND  
DOCUMENT 00 43 13-1

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21 day of Oct, 2015.

Dwight Jackson

Principal

By 

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT



DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: 1000 Broadway Suite 150 Furniture Installation (Project Name)

PROJECT NO: 15101 BIDDER'S NAME Metro Contract Group

1. Bidder must list hereinafter the name, location, and the California contractor license number of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Subcontractor Name: Alan Dones Company Location: Oakland, CA

Scope of Work: Install storage If DVBE, Percent of Work:      %

California Contractor License Number: 500826

DIR Registration Number: Pending

Subcontractor Name: All Modular Systems Location: Hayward, CA

Scope of Work: Install project management If DVBE, Percent of Work:      %

California Contractor License Number: C-61: 918072

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

DESIGNATED SUBCONTRACTORS LIST  
DOCUMENT 00 43 36-1

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_



DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_ If DVBE, Percent of Work: \_\_\_\_\_ %

California Contractor License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: \_\_\_\_\_ Oct 21, 2015 \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_ Metro Contract Group \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

DESIGNATED SUBCONTRACTORS LIST  
DOCUMENT 00 43 36-3

Signature:



Print Name:

Dwight Jackson

Title:

President

END OF DOCUMENT

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: 1000 Broadway, Suite 150 – Furniture Installation

PROJECT NO: 15101

Check whichever option applies:

  X   I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

       I certify that \_\_\_\_\_ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully relieves and releases the Oakland Unified School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any liability for any monetary or other damage(s) related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Oct. 21, 2015

Proper Name of Bidder: Metro Contract Group

Signature: 

Print Name: Dwight Jackson

Title: President

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

SITE-VISIT CERTIFICATION  
DOCUMENT 00 45 01-1



DOCUMENT 00 45 19

NONCOLLUSION AFFIDAVIT  
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]

of Metro Contract Group [PRINT FIRM NAME],

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: Oct. 21, 2015

Proper Name of Bidder: Metro Contract Group

City, State: Pleasanton, CA

Signature: 

Print Name: Dwight Jackson

Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

NONCOLLUSION AFFIDAVIT  
DOCUMENT 00 45 19-1

DOCUMENT 00 45 22

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: 15101 between Oakland Unified School District  
(the "District" or the "Owner") and Metro Contract Group (the  
"Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following two paragraphs.

☒ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.


**OR**

☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: Oct. 21, 2015

Proper Name of Contractor: Metro Contract Group

Signature: 

Print Name: Dwight Jackson

Title: President

**END OF DOCUMENT**

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

IRAN CONTRACTING ACT CERTIFICATION  
DOCUMENT 00 45 22-1

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: 15101 between the Oakland Unified School District (the "District" or the "Owner") and Metro Contract Group (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: Oct. 21, 2015

Proper Name of Contractor: Metro Contract Group

Signature: 

Print Name: Dwight Jackson

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

WORKERS' COMPENSATION CERTIFICATION  
DOCUMENT 00 45 26-1



**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

**DISABLED VETERAN BUSINESS ENTERPRISE  
PARTICIPATION CERTIFICATION**

(the

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
    - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION CERTIFICATION  
DOCUMENT 00 45 55-1

### DVBE PARTICIPATION REPORT

Contractor Name: Dwight Jackson Date: 10/21/15

Project Name: 1000 Broadway-Suite 150 Furniture Installation Project Number: 15101

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
No DVBE for available for this project as subcontractors		
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES \_\_\_\_\_ NO x \_\_\_\_\_

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: Oct. 21, 2015

Proper Name of Contractor: Metro Contract Group

Signature: 

Print Name: Dwight Jackson

Title: President

END OF DOCUMENT

OAKLAND UNIFIED SCHOOL DISTRICT  
1000 Broadway, Suite 150  
Furniture Installation  
Project No. 15101  
September 29, 2015

DVBE PARTICIPATION CERTIFICATION  
DOCUMENT 00 45 55-2



# LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME:  
Project:  
Project #:  
Estimate:

Bid Opening Date:  
Time:  
Project Mgr:  
Architect:

Base Bid Dollar Amount	\$	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB %	SLBR %	City of Oakland Certification No.
PRIME Company: Address: City/State: Phone:	\$				
Company: <i>Alvin Dones Co.</i> Address: <i>1210 Excelsior Ave</i> City/State: <i>Oakland, CA</i> Phone: <i>510-492-7020</i>	\$ <i>708,894</i>	<i>12%</i>			<i>7152</i>
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
Company: Address: City/State: Phone:	\$				
<b>TOTAL PARTICIPATION</b>	<b>\$0.00</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

**OUSD FORM 2****SUBCONTRACTOR CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

*To be completed by DVBE Subcontractor/Supplier or Subordinate Subcontractor/Suppliers. DVBE Information is collected for record keeping and Informational purposes only.*

**PART I - IDENTIFICATION INFORMATION (check one)**

\_\_\_\_ Subcontractor/Supplier -  
A firm directly employed  
by a prime contractor.

\_\_\_\_ Subordinate Subcontractor/Supplier  
A firm employed by subcontractor/supplier

PRIME SUBCONTRACTOR NAME: \_\_\_\_\_

NAME OF FIRM: Metro Contract Group BUSINESS ADDRESS: 6800 Koll Center Pkwy Pleasanton, CA 94566

CITY, STATE, ZIP: \_\_\_\_\_ TELEPHONE NUMBER: 925-201-5947

DISTRICT PROJECT NAME: 1000 Broadway furniture installation

**PART II – DVBE PARTICIPATION** *Subcontractors/Suppliers employed by architectural, engineering, environmental, land surveying or construction management firms complete this part after your employer is selected by the School District.*

- A. After reading the Definitions of the reverse side, check the appropriate Business Enterprise designation of or your firm. Enter the dollar amount of the bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s).
- B. List your DVBE subordinate subcontractor/suppliers: If you need additional space, use a separate page. Check their appropriate Business Enterprise designation. Enter the dollar amount of their bid/proposal in the applicable Base Bid/Proposal and/or Alternate column(s). All those listed must also complete one of these forms.
- C. Enter the non-DVBE dollar amount included in your bid/proposal under the applicable Base Bid/Proposal and/or Alternate column(s).
- D. Enter the Total of the Base Bid/Proposal and each Alternate column(s).

Business Enterprise	DVBE					Base Bid/ \$Proposal	Alternate #1 \$	Alternate #2 \$	Alternate #3 \$	Alternate #4 \$	Alternate #5 \$
	AA	A	H	NA							
A. Your Firm											
B. Subcontractor or Supplier											
C. Non DVBE Participation											
D. Total of Each Column											

**PART III - SUBCONTRACTOR/SUPPLIER AND SUBORDINATE SUBCONTRACTOR/SUPPLIER CHECK LIST**

Your bid/proposal should contain the following: Copy of your and your subordinate subcontractor's certification of DVBE status.

#### CERTIFICATION

I, Dwight Jackson certify that I am this firm's Chief Executive Officer. I am aware of Section 12560 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

\_\_\_\_\_  
Signature of Chief Executive Officer

10/21/15

Date

#### FORM 3 - Part A PRIME BIDDER GOOD FAITH EFFORT WORKSHEET SUMMARY

*This worksheet is to be used to assist the Prime Bidder in meeting DVBE participation goals.*

BIDDER NAME	BUSINESS ADDRESS	CITY, STATE, ZIP
TELEPHONE NUMBER	CONTACT PERSON	SCHOOL PROJECT NAME

#### GENERAL INSTRUCTIONS

This worksheet is to be used to assist you in meeting the DVBE participation goals. If you do not meet the required contract dollar participation percentages of the DVBEs, then the focus of your good faith effort should be to obtain participation in the deficient category(s). You must document compliance on District Form 1 for the business enterprise participation category(s) not addressed on this worksheet. If the specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" you must include this form by the deadline specified on the Invitation for Bid.

#### PART I - CONTRACTS

*Contact must be made with the following to identify DVBE contacts, advertising sources and/or bidders that may be solicited to participate in your contract.*

AGENCY	TELEPHONE NO.	DATE CONTACTED	PERSON CONTACTED
1. School District	(510) 835-7603		Jake Sloan

**PART II - ADVERTISEMENTS** You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least ten (10) days prior to bid/proposal opening. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your



*firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person and phone number. Attach copies of advertisements.*

FOCUS/TRADE NAME	PAPER	CHECK ONE		PAPER FOCUSES ON		DATE OF ADVERTISEMENT
		TRADE	FOCUS	FOCUS?		

**PART III – DVBE SOLICITATIONS** *List DVBE that were invited to bid. Indicate their business designation by placing a check in the appropriate column. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list solicitations, please use a separate page.*

IF THE DVBE...	THEN...	AND...
was selected to participate	check "yes" in the "SELECTED" column and include the applicable dollar amount in Section A of the OUSD Form 2.	include a completed OUSD Form 2 in your bid proposal
was not selected to participate	check "no" in the "SELECTED" column state the reason why in the "REASON NOT SELECTED" column	
Did not respond to your solicitation	check the "NO RESPONSE" column	

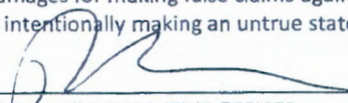
BUSINESS ENTERPRISES CONTACTED	DVBE	ETHNICITY	SELECTED		REASON NOT SELECTED
			YES	NO	


**IMPORTANT NOTE:**

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II and III of this form. A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION:**

I, Dwight Jackson certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain that facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et. Seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certification.

 10/21/15  
SIGNATURE OF CHIEF EXECUTIVE OFFICER DATE

**OUSD FORM 3 - Part B**

**GOOD FAITH EFFORT WORKSHEET** (Reproduce this page as needed)

PLEASE NOTE: DVBE INFORMATION IS COLLECTED FOR RECORD KEEPING PURPOSES ONLY

The names of DVBE solicited for any of the work indicated which were not accepted, a summary of the bidder's discussions and/or negotiations with them:

Name of Rejected DVBE: Valerie Lewis Janitorial

Phone No.: 925-684-7186

Contact Person: Valerie Lewis

Type of Work: Janitorial

Summary of discussion and/or negotiations, including bid amount if quote was rejected. The fact that the DVBE, sub-bid was not the low bid is not automatic grounds for rejection. The bidder must show that the DVBE was unreasonably high. our installer does work cleanup as part of their scope

Assistance that the bidder has extended to reject DVBEs to remedy the deficiency in their sub-bid. If bonding is used as a reason for not accepting a DVBE bid, a complete explanation must be provided to include names and phone numbers of bonding firms contacted by the prime contractor and/or other involved parties. \_\_\_\_\_

Any additional data to support a demonstration of Good Faith Effort, such as contacts with DVBE assistance agencies; minority and women community organizations; minority and women contractor groups; local, State or Federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority and women business enterprises, if any are available: Prime Contractor is a certified MBE





BUSIFUR-01 COOKSEYM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2015

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT NAME: <b>James Rabbitt</b>	
	PHONE (A/C, No, Ext): <b>(925) 416-7862</b> FAX (A/C, No): <b>(925) 416-7869</b>	
	E-MAIL ADDRESS: <b>jim.rabbitt@ioausa.com</b>	
INSURED  <b>Metro Contract Group 2150 N 1st Street, Suite 100 San Jose, CA 95131</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>West American Insurance Company</b>	<b>44393</b>
	INSURER B: <b>American Fire &amp; Casualty Company</b>	<b>24066</b>
	INSURER C: <b>State Compensation Insurance Fund of CA</b>	<b>35076</b>
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employees Benefits  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BKS56005433	04/12/2015	04/12/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAW56005433	04/12/2015	04/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USA56005433	04/12/2015	04/12/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	9093609	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OAKLAND UNIFIED SCHOOL DISTRICT, its officials, officers and employees as Additional Insured(s) on Primary & Non-Contributory basis as respects to General Liability, and as Additional Insureds as respects to Auto Liability, as required by written contract.  
Waiver of Subrogation applies to General Liability and Auto Liability, as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT Facilities Department 955 High Street Oakland, CA 94606	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 <i>Jim Rabbitt</i>

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## PURCHASE AND INSTALLATION CONTRACT ROUTING FORM

10/27/15  
RC

Project Information			
Project Name	Administration Building Tilden and Lakeview Admin Move Project	Site	987
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	Metro Contract Group	Agency's Contact	Dwight A. Jackson				
OUSD Vendor ID #	New Vendor	Title	Project Manager				
Street Address	6800 Koll Center Parkway, Suite 100	City	Pleasanton	State	CA	Zip	94566
Telephone	925-201-5947	Policy Expires	4-12-2016				
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	15101						

Term			
Date Work Will Begin	11-4-2015	Date Work Will End By (not more than 5 years from start date)	4-29-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$708,894.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0111	Fund 1	9879008801	6400	\$708,894.00

Approval and Routing (in order of approval steps)				
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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved	10/27/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	10-27-15	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	10/27/15	
4.	Chief Operations Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		