

Board Office Use: Legislative File Info.	
File ID Number	16-11057
Introduction Date	8-10-2016
Enactment Number	16-1297
Enactment Date	8/10/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Achieving.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 10, 2016

Subject Purchase and Installation Contract - One Workplace - Lowell Prop. 39 Charter Facility Equity Project

Action Requested Ratification by the Board of Education of an Purchase and Installation Contract between the District and One Workplace, Oakland, CA, for the latter to provide (288) student desks and chairs, (12) teacher desks and chairs, and (15) 12-unit cubbies in conjunction with the Lowell Prop. 39 Charter Facility Equity Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 21, 2016 and concluding no later than June 23, 2017, in an amount not-to exceed \$85,263.82.

Discussion Lafayette is receiving new furniture as part of their move to the Lowell campus

LBP (Local Business Participation Percentage) 100.00%

Recommendation Ratification by the Board of Education of an Purchase and Installation Contract between the District and One Workplace, Oakland, CA, for the latter to provide (288) student desks and chairs, (12) teacher desks and chairs, and (15) 12-unit cubbies in conjunction with the Lowell Prop. 39 Charter Facility Equity Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 21, 2016 and concluding no later than June 23, 2017, in an amount not-to exceed \$85,263.82.

Fiscal Impact Fund 25, Developer Fees

Attachments

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning & Management

Vendor Name: One Workplace

Project Name: Lowell Prop 39 Reasonably Equivalent Facilities **Project No.:** 16118

Contract Term: Intended Start: 6/21/16 Intended End: 6/23/17

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$85,23.82

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they met the requirements of the

Local Business Policy? Yes ☒ No ☐

How was this Vendor selected?

They were selected from a pool of local furniture vendors.

Summarize the services this Vendor will be providing.

Labor to install (288) student desks and chairs, (12) teacher desks and chairs, (28) cubby units, (50) stools, (1) L-shaped desk, (1) meeting table, and (4) chairs.

Was this contract competitively bid? Yes ☐ No ☒

If No, please answer the following:

1) How did you determine the price is competitive?

It was compared to comparable products from competitors.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☒ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

**CONTRACT FOR PURCHASE AND DELIVERY OF MATERIALS AND
SUPPLIES FROM ONE WORKPLACE FOR A TOTAL COST NOT TO
EXCEED EIGHTY-FIVE THOUSAND, TWO HUNDRED SIXTY-THREE
DOLLARS AND EIGHTY-TWO CENTS (\$85,263.82)**

THIS AGREEMENT is made as of the 21st day of June, 2016 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and **ONE WORKPLACE 7220 EDGEWATER DRIVE, OAKLAND, CA 94621**, ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR furnish and deliver the following furniture to Lowell for Lafayette Elementary School: (288) student desks and chairs, (12) teacher desks and chairs, and (15) 12-unit cubbies to DISTRICT sites 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 June 21, 2016 and shall terminate on June 21, 2017.

2. CONTRACT PRICE:

VENDOR agrees to perform all of the work included in Section 2 for a sum not to exceed eighty-five thousand, two hundred sixty-three dollars and eighty-two cents (\$85,263.82) 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 Joe Dominguez, Deputy Chief, 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.

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. Any items that are not part of an in-stock product must be cancelled within 10 days of order placement.

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 all the items should take place upon delivery and prior to signing of delivery ticket. Damage issues (not warranty issues) noted after that punch walk are the responsibility of 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. One Workplace will file warranty and damage claims within 10 days, but may not be able to resolve all issues within 10 days, pending manufacturing lead times.

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. One Workplace will honor the terms of all manufacturers warranties on this project.

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 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.

13. 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.

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. ANTI-DISCRIMINATION.

It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

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' 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:

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Eduardo Rivera-Garcia and the VENDOR'S Brandon Thomas. 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: Joe Dominguez, Deputy Chief, Facilities Planning and
Management

If to the VENDOR:
One Workplace
7220 Edgewater Drive
Oakland, CA 94621

ATTENTION: Brandon Thomas

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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

James Harris, President, Board of Education

Date: 8/11/16

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Antwan Wilson, Superintendent & Secretary, Board of Education

Date: 8/11/16

OAKLAND UNIFIED SCHOOL DISTRICT

By: 

Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date: _____

APPROVED AS TO FORM:

By: 

OUSD, Facilities Legal Counsel

Date: 6/24/16

ONE WORKPLACE

By: B.T. Horn

Title: Sales Manager

Date: 6/21/2016



HEADQUARTERS
2500 DE LA CRUZ BLVD.
SANTA CLARA, CA 95050
T 869. 800. 2500
F 669. 800. 2501

NORTH BAY
475 BRANNAN ST., STE. 210
SAN FRANCISCO, CA 94107
T 415. 357. 2200
F 415. 357. 2201

EAST BAY
7220 EDGEWATER DR.
OAKLAND, CA 94621
T 510. 729. 7800
F 510. 729. 7801

Quotation

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www.oneworkplace.com

EXHIBIT A

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
483671	6/10/2016		OAK010	Brandon Thomas	161726

QUOTE TO:

Accounts Payable
Oakland Unified School Dist
1000 Broadway Fl 4
Oakland, CA 94607-4099

SHIP TO:

Accounts Payable
LAFAYETTE ELEMENTARY SCHOOL
1700 Market St
Oakland, CA 94607-3330

P: 1.510.434.2236

F: 1.510.879.1856

P: 1.510.434.2236

F: 1.510.879.1856

Terms: Net 30 Days

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
Signed Quotation or Purchase order required prior to order entry. This pricing is preliminary. Should fabric or finish change, a price increase may apply.				
1	192	03082 SMITH SYS Interchange Diamond Student Desk 30x34x22-34 (replaced 03080) Laminate: Edge: Frame:	121.50	23,328.00
2	24	11847 SMITH SYS Flavors 14" stack chair (only good for 5-7 year olds) Shell: Frame:	50.50	1,212.00
3	88	11848 SMITH SYS Flavors 16" Stack Chair	52.50	4,620.00
4	176	11849 SMITH SYS Flavors 18" Stack chair	54.50	9,592.00
5	96	04080 SMITH SYS 20x27 Interchange Student Desk 22-34"H Laminate: Edge: Frame:	139.00	13,344.00

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____

**HEADQUARTERS**

2500 DE LA CRUZ BLVD.
SANTA CLARA, CA 95050
T 689. 800. 2500
F 669. 800. 2501

NORTH BAY

475 BRANNAN ST., STE. 210
SAN FRANCISCO, CA 94107
T 415. 357. 2200
F 415. 357. 2201

EAST BAY

7220 EDGEWATER DR.
OAKLAND, CA 94621
T 510. 729. 7800
F 510. 729. 7801

www.oneworkplace.com

Quotation

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(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
483671	6/10/2016		OAK010	Brandon Thomas	161726

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	12	26160 SMITH SYS 24x60 Single Bullet Cascade Teachers Desk BBF Left Hand 30.5"H	466.00	5,592.00
7	12	2222.B1.B.A128 SIT Wit, Midback, Mesh Back, Basic, Height Adj Arms Wit Back Support and Arm Options Z1 Black Wit Base Options B5 Standard Black Base S0 Standard Cylinder C16 Standard Black Carpet Casters Wit Mesh Back Colors MC20 Onyx Mesh	218.00	2,616.00
8	15	Wit Seat Fabric or Leather Grade Selection FABRIC Fabric Grade Selection GRD 1 Fabric Grade 1 SUGAR Sugar Color Selection LICORICE Sugar Licorice ~ No Selection Packaging Options KD Knocked Down F11000000P SMITH SYS Cascade Cubby Mega-Tower, casters, open, 12 cubbies	797.50	11,962.50

QUOTATION TOTALS

Sub Total	72,266.50
SMITH SYS Freight	5,600.00
ALAMEDA-DIST TAX (BART/ACTI/ACHC/AC	1,557.33
ALAMEDA	973.33
CALIFORNIA	4,866.66
Grand Total (US Dollars)	85,263.82

*****End of Quotation*****

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2016

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 MARSH USA INC. ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
R00373--GAWU-16-17	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED One Workplace L. Ferrari, LLC Attn: Ron Shore 2500 De La Cruz Boulevard Santa Clara, CA 95050	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

CHI-006616615-01

REVISION NUMBER:4

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO5098890-07	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5098889-07	04/01/2016	04/01/2017	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 type="checkbox"/> RETENTION \$			ZUP-41M53548-16-NF	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Products - Comp/Op Agg \$ 6,000,000
A	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC5098888-08	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Workers' Compensation does not apply to Monopolistic States (ND, OH, WA, and WY), Puerto Rico, or the Virgin Islands.

CERTIFICATE HOLDER

Lowell Middle School
991 14th St.
Oakland, CA 94607

CANCELLATION

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
of Marsh USA Inc.

John C Hurley

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PURCHASE AND INSTALLATION CONTRACT ROUTING FORM

Project Information

Project Name	Lowell Prop 39 Charter Facility Equity	Site	204
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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
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Contractor Information

Contractor Name	One Marketplace	Agency's Contact		Brandon Thomas				
OUSD Vendor ID #	NEW VENDOR	Title		Project Manager				
Street Address	7220 Edgewater Drive	City	Oakland	State	CA	Zip	94621	
Telephone	510-729-7800	Policy Expires	4/1/2017					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes X No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No					
OUSD Project #	16118							

Term

Date Work Will Begin	6-23-2016	Date Work Will End By (not more than 5 years from start date)	6-23-2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 85,263.82
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
0000	Fund 25, Developers Fees	2049000890	4432	\$85,263.82

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	6/24/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	6/24/16		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			