

Board Office Use: Legislative File Info.


File ID Number	16-2528
Introduction Date	12-14-2016
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

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 December 14, 2016

Subject Contract for Equipment, Materials, and Supplies - East Bay Restaurant Supply - Madison Middle School Expansion Project

Action Requested Approval by the Board of Education of a Contract for Equipment, Materials, and Supplies with East Bay Restaurant Supply, Oakland, CA, for the latter to provide Hoods/ventilators, cold storage rooms, refrigeration, stainless steel fixtures, manufactured kitchen equipment, ansul system, prepared submittal package including M.E.P. coordination drawings, product data brochures, shop drawings, O/M Manuals in conjunction with the Madison Middle School Expansion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 15, 2016 and concluding no later than December 31, 2017 in an amount not to exceed \$260,335.00.

Discussion Kitchen package for renovation project per layout plans K-101 through K-113 all dated March 18, 2016 and specifications for Food Service Equipment Section 11400.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method This vendor was the lowest responsible bidder for the work required.

Recommendation Approval by the Board of Education of a Contract for Equipment, Materials, and Supplies with East Bay Restaurant Supply, Oakland, CA, for the latter to provide Hoods/ventilators, cold storage rooms, refrigeration, stainless steel fixtures, manufactured kitchen equipment, ansul system, prepared submittal package including M.E.P. coordination drawings, product data brochures, shop drawings, O/M Manuals in conjunction with the Madison Middle School Expansion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 15, 2016 and concluding no later than December 31, 2017 in an amount not to exceed \$260,335.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Equipment, Materials, Supplies Greater than 87,700.00 scope of work
- Certificate of Insurance
- Contractor 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 and Management _____

Vendor Name: East Bay Restaurant Supply, Inc. _____

Project Name: Madison Expansion _____ **Project No.:** 13124 _____

Contract Term: Intended Start: 12/15/2016 _____ Intended End: 12/31/2017 _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$260,335.00 _____

Approved by: Tadashi Nakadegawa _____

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

This vendor was the lowest and most responsible bid for the work required.

Summarize the services this Vendor will be providing.

Inclusions:
Hoods/ventilators, cold storage rooms, refrigeration, stainless steel fixtures, manufactured kitchen equipment, ansul system.
Prepared submittal package including M.E.P. coordination drawings, product data brochures, shop drawings, O/M Manuals

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

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 alternative 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**

EQUIPMENT, MATERIALS, & SUPPLIES
Greater Than \$87,700

This Equipment, Materials, & Supplies ("Agreement" or "Contract") is made as of the 12th day of August in the year 2016, between the **Oakland Unified School District** ("District") and **East Bay Restaurant Supply, Inc.** ("Contractor"). The District and Contractor may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

1. Definitions.

A) "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply Equipment, Materials & Supplies at a specified price.

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

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

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

2. Services. Contractor shall furnish to the District the following equipment, materials, and/or supplies, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Inclusions:

Hoods/ventilators, cold storage rooms, refrigeration, stainless steel fixtures, manufactured kitchen equipment, ansul system. Prepared submittal package including M.E.P. coordination drawings, product data brochures, shop drawings, O/M Manuals

3. Term. Contractor shall commence providing Services under this Agreement on December 15, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on December 31, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.

4. Submittal of Documents. The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u> Signed Agreement	<u> </u> W-9 Form
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> Workers' Compensation Certificate
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Debarment Certification
<u> X </u> Fingerprinting/Criminal Background Investigation Certification	<u> </u> Other: _____

5. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated in the Bid and as more specifically described in **Exhibit "B,"** up to a **maximum amount not-to-exceed Two hundred sixty thousand, three hundred thirty-five Dollars (\$260,335.00)** ("Contract Price"). District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be

made.

6. **Independent Contractor.** Contractor shall perform its obligations under this Contract as an independent contractor of the District. Nothing herein shall be deemed to constitute Contractor and the District as partners, joint venturers, or principal and agent. Contractor has no authority to represent the District. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the District.
7. **Independence of Bid.** Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of antitrust laws.
8. **Joint Bids.** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted, and each participating bidder must sign the joint bid. If the contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. In addition, the joint contractors must designate, in writing, one individual having authority to represent them all in matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among joint contractors.
9. **License.** Upon payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. This license is subject to the limitation on the maximum number of end users or other scope limitations listed on the facing page and, if none are listed, this license shall be deemed to be enterprise-wide and the software may be used by all District end users without any maximum number of users. The license shall extend to permit contractors working for the District to use the software in the performance of their duties for the District.
10. **Packaging, Delivery and Acceptance.**
 - A) **Packaging.** Items shall be packaged to protect them from damage during transit. Packing slips must include the District Purchase Order number, contents, quantity, and description. Material Safety Data Sheets shall be included when applicable.
 - B) **Delivery.** Contractor shall be responsible for delivery on a free-on-board (FOB) Destination basis and shall incur all costs associated with the delivery unless otherwise specified in this Contract. All deliveries shall be set on the District's dock and/or pallets or as otherwise prescribed by the District. All Deliverables are subject to acceptance by District. District will notify Contractor in writing of any defect or nonconformity and Contractor will repair or replace such defective or nonconforming goods or, at the District's option, refund the purchase price to District.
 - C) **Acceptance.** If items are not properly packaged or identified, or if items are determined by the District to be defective or non-conforming, deliveries or any part thereof may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the District at destination, notwithstanding any payment or inspection at source. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. Acceptance shall not be construed to waive any warranty rights the District may have at law or

by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon acceptance.

11. **Performance Guarantee.** If specified in the Bid, a performance guarantee may be required.
12. **Samples.** Samples of items may be required by the District for inspection and specification testing and must be furnished free of expense to the District. The samples furnished must be identical in all respects to the items bid and/or specified in the Contract. Samples must be plainly marked with the name of Bidder, bid number, and date of bid opening. Samples may be retained for comparison with deliveries and if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. Bidder/Contractor assumes all risk of loss of or damage to samples.
13. **Substitutions.** Product substitutions require the prior, express written authorization from an authorized District representative.
14. **District Name May Not Be Used.** The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.
15. **Tax.** The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.
16. **Termination.** The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.
17. **Title.** Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.
18. **Warranty.**
 - A) Contractor warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.
 - B) At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.
 - C) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or

threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

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

19. Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE)

Program: Contractor shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.

20. Standard of Care.

20.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

20.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

20.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

20.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

21. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

22. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

23. Indemnification. To the furthest extent permitted by California law, Contractor shall defend,

Contract #3: Equipment, Materials, & Supplies Greater Than \$87,700 – East Bay Restaurant Supply – Madison Middle School Expansion Project

Revised 08/01/2016

indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. Insurance.

24.1. The Contractor shall procure and maintain, and require its subcontractors to maintain, at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

24.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

24.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

24.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

24.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

24.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District,

stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

24.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

24.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

24.3. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District. . 2. **Assignment; Subcontracting.** The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

25. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

26. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

27. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

28. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

29. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status 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).

30. Fingerprinting of Employees. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

31. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

32. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

32.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

32.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

33. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

34. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

35. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

36. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or

deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa


Contractor

East Bay Restaurant Supply
49 Fourth Street
Oakland, CA 94607
Tel: 510-627-0222
ATTN: Laura Tabler

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

37. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
38. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
39. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
40. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
41. **Order of Precedence.** This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the following order: (1) Contractor's Bid; (2) these Contract Terms and Conditions; (3) all other attachments incorporated into the Contract by reference. No term or condition of this Contract may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Contract shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Contract, those terms shall be considered proposals by Contractor which are hereby rejected.
42. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education _____ Date

Antwan Wilson, Superintendent & Secretary, Board of Education _____ Date

 Joe Dominguez, Deputy Chief, Facilities Planning and Management _____ Date

APPROVED AS TO FORM:

OUSD Facilities Legal Counsel _____ Date

CONTRACTOR

 _____ *10-18-16*
East Bay Restaurant Supply _____ Date

EXHIBIT "A"
Scope of Services

Contractor shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



EXHIBIT A

Quote

09/23/2016

To:

Arntz Builders
David Arntz
19 Pamaron Way
Novato, CA 94949
(415) 382-1188

Project:

Madison Park Business & Art
Academy -- July 2016 reprice -
ITEM 64 REVISED
400 Capistrano
Oakland, CA

From:

East Bay Restaurant Supply, Inc.
Laura Tabler
49 Fourth Street
Oakland, CA 94607
(510) 465-4300
(510)627-0222 (Contact)

I am pleased to quote the following price for your project per layout plans K-101 through K-113 all dated March 18th, 2016 and specifications for Food Service Equipment Section 11400. Bid Includes sales tax, delivery and installation

We received addendum 1 for this project.

Bond Rate (if bond is required): 1% of the total price (not included)

If BIM is required add \$ 25,000.00

This bid is based on Food Service drawings dated and Section 11400 written specifications. If Architectural drawings were provided, they were used for reference only, with Food Service drawings taking precedence. **Anything shown on the foodservice plans without an item number is not included in our proposal.**

PLEASE NOTE - With regard to Existing items to be relocated, EBRs has the re-location of these items included but we do NOT include Transportation to Site, or Utility Hook Up for these items. They shall be transported to the site By Others, and all utility hook-ups shall be by their respective trades. Existing items 29, 30, 31, 33, are to be relocated BY PLUMBING SUB. Relocation of these 4 items are Excluded from our bid.

The following apply **unless SPECIFICALLY NOTED OTHERWISE** to our price proposal:

Delivery and Installation:

-----Based on ground floor kitchen location with adequate access to area, and includes: delivery, unloading, setting in place, leveling, attaching per SMACNA details existing at time of bid and sealing to wall where required, for all equipment provided within. **Bid does not include seismic calculations if attachment details are on project documents.**

----- Hoods will be attached to structure per SMACNA detail. Structure & blocking shall be provided by others. Please note that maximum distance from top of hood to structure is to be no more than 72 inches. **Does not include seismic calculations if attachment details are on project documents.**

-----Add \$3025 for SMACNA Installation Materials, should SMACNA bracing be required.

----- Food related fire suppression system includes one each maximum 2" diameter gas shut off valve(s) per fire suppression system. If larger valve(s) or additional valves are required, the extra cost will be added to the contract via change order.

----- Debris will be removed to designated area (on-site trash receptacle provided By Others).

----- Installation based on Union wage installers with **FIELD LABOR at Straight Time Hours.**

-----No warranties, removal, storage, cleaning, relocation, re-fabrication, or replacement parts for existing equipment has been included.

-----No installation, training or demonstrations for residential equipment shall be provided.

-----We have estimated a maximum of 60 feet line runs for refrigeration, and single story refrigeration rack location. Should more be required, an estimate will be obtained and added to our proposal. Walk-in light and light fixtures are shipped loose with box and are to be installed by others.

-----**DOES NOT** include **ANY** electrical, plumbing, HVAC or gas connections.

Contractor shall be responsible to compensate EBRs for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.

COMPLETE AUTO CAD FILES ARE NEEDED FOR SUBMITTALS.

Item	Qty	Description
1	1 ea	AIR CURTAIN Mars Air Systems Model No. NH242-1UA-OB High Velocity Series 2 Air Curtain, for NSF Certified 42" wide door, Unheated, 115v/60/1-ph, Obsidian Black powder coated cabinet (Custom Production Color) cETLus, CE, NSF
	1 ea	5 year warranty, standard
	1 ea	Options WITHOUT control panel
	1 ea	Options WITHOUT time delay
	1 ea	99-014 Steel Mechanical Universal Surface-mounted Plunger/Roller Switch
	1 ea	PLEASE NOTE Per manufacturer's rep, model above is quoted because 1) the model spec'd is for 16 foot tall doors and the door for this project is 7 foot tall and 2) door is 42 inches wide and model is for 48 inch wide door.
2	3 ea	LOCKER Global Industrial Model No. 68121R-028 12 in by 12 in by 36 in, double tier lockers with recessed handles, flat top, no legs, with 1 ea ADA compliant unit

3 2 ea **BY OTHERS**

Item	Qty	Description
		Not In Contract Model No. ROLL DOWN DOOR Roll down security door, to be provided and installed BY Others, Not In Contract
4 - 14		SPARE NO.
15	2 ea	HAND SINK Advance Tabco Model No. 7-PS-25 Physically Challenged Hand Sink, wall model, 14" wide x 16" front-to-back x 5" deep bowl, 18 gauge 304 series stainless steel, deck mounted faucet with wrist handles, deck mounted soap dispenser (pump), basket drain, wall brackets, NSF, cCSAus
	2 ea	Note: This faucet complies with 2014 Federal no lead standards
	2 ea	7-PS-14 P-trap, 1-1/2", 22 gauge
16		SPARE NO.
17	1 ea	COMBO WALK-IN Pacific Refrigerator Model No. WALK-IN COOLER - FREEZER Walk-In Cooler - Freezer, approx 21 ft 3 in by 7 ft 7 in by 9 ft 6 in tall, stucco embossed aluminum interior walls and ceiling, 20 gauge stainless steel exterior, floor in cooler and freezer to be aluminum tread plate, 4 ea 48 in long LED light fixtures, dial thermometer included with Modularm Model 75 temperature alarm, 36 in wide by 80 in tall door with aluminum tread plate kick plates inside and out.
18	1 ea	CUSTOM STAINLESS Custom Model No. CLOSURES Stainless steel closure panels at walk-in
19	32 ea	WIRE SHELVING Metro Model No. 1860NK3 Super Erecta® Shelf, wire, 60"W x 18"D, plastic split sleeves are included in each carton, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, NSF
	4 ea	1848NK3 Super Erecta® Shelf, wire, 48"W x 18"D, plastic split sleeves are included in each carton, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, NSF
	36 ea	63UPK3 Super Erecta® SiteSelect™ Post, 62"H, for use with stem casters, Metroseal 3™ epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection
	18 ea	SMP Super Erecta® Stem Caster, swivel, 5" diameter, 1-1/4" face, polyurethane wheel tread, 300 lb. capacity
	18 ea	SMPB Super Erecta® Stem Caster, brake (foot operated), 5" diameter, polyurethane wheel tread, 1-1/4" face, 300 lb. capacity, brakes are foot operated
20	1 ea	WALL CABINET Advance Tabco Model No. WCS-15-48 Cabinet, wall mount, enclosed design with (2) sliding doors, 48"W x 15"D, with single intermediate shelf, 18/430 stainless steel construction, NSF
	1 ea	TA-61 Modification to reduce length, start with next largest size then add "TA-61" to model number for tables

Item	Qty	Description
21	1 ea	SHELVING, WALL-MOUNTED Advance Tabco Model No. K-245 Utility Shelf, wall-mounted, 24"W x 8"D
22	1 ea	REMOTE REFRIGERATION Coldzone Model No. COOLER COIL Cooler coil, INCLUDED I ITEM 25
23	1 ea	WALK-IN FREEZER Pacific Refrigerator Model No. WALK-IN FREEZER Walk-In Freezer, INCLUDED IN ITEM 17
24	1 ea	REMOTE REFRIGERATION Coldzone Model No. FREEZER COIL Freezer coil, INCLUDED I ITEM 25
25	1 ea	REMOTE REFRIGERATION Coldzone Model No. MPL-1CZ Outdoor, air cooled, remote refrigeration system for walk-in cooler freezer, 208-230/60/3, 2 speed evaporator fan motors, 1 ea 1 hp & 1 ea 3 hp compressors, mounted air defrost timer, 1 year parts warranty standard.
	1 ea	4 YR WARRANTY Four year extended compressor warranty
	1 ea	SERVICE WARRANTY One year service/labor warranty
26	5 ea	WIRE SHELVING Metro Model No. 2448BR Super Erecta® Shelf, wire, 48"W x 24"D, Bright (zinc) finish, plastic split sleeves are included in each carton, NSF
	10 ea	2442BR Super Erecta® Shelf, wire, 42"W x 24"D, Bright (zinc) finish, plastic split sleeves are included in each carton, NSF
	10 ea	2436BR Super Erecta® Shelf, wire, 36"W x 24"D, Bright (zinc) finish, plastic split sleeves are included in each carton, NSF
	5 ea	2460BR Super Erecta® Shelf, wire, 60"W x 24"D, Bright (zinc) finish, plastic split sleeves are included in each carton, NSF
	5 ea	1836BR Super Erecta® Shelf, wire, 36"W x 18"D, Bright (zinc) finish, plastic split sleeves are included in each carton, NSF
	28 ea	86P Super Erecta® SiteSelect™ Post, 86-5/8"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", chrome plated finish
	7 st	SAFP Seismic foot plate kit of four each
	14 ea	BCS Super Erecta® Intermediate Bracket, chrome
	24 ea	9994Z Super Erecta® Post Clamp, zinc
27	1 ea	SERVICE FAUCET Fisher Model No. 2445 Service Sink Faucet, short spout, with vacuum breaker, 1/2" inlet, polished chrome
28	1 ea	MOP SINK Advance Tabco Model No. 9-OP-40 Mop Sink, floor mounted, 25"W x 21"D x 16"H (overall), 20"W x 16" front-to-back x 12" deep (bowl size), free flow drain with 2" IPS outlet, stainless steel construction

Item	Qty	Description
	1 st	K-288L Left side & back wall splash for 9-OP-20 & 9-OP-40 mop sink (field installed by others), extends 16" above the sink (verify faucet will not interfere)
28.1	1 ea	SERVICE FAUCET Fisher Model No. 18031 Service Sink Faucet, with 6" spout, wall bracket, with vacuum breaker, wrist handles
29	3 ea	EXISTING Not In Contract Model No. LEVER DRAIN Existing lever drain, to be relocated BY PLUMBING SUB, Not In Contract.
30	1 ea	EXISTING Not In Contract Model No. FAUCET Existing faucet, to be relocated BY PLUMBING SUB, Not In Contract.
31	1 ea	EXISTING Not In Contract Model No. FAUCET Existing splash mounted faucet, to be relocated BY PLUMBING SUB, Not In Contract.
32		SPARE NO.
33	1 ea	EXISTING Not In Contract Model No. SINK Existing 3 compartment sink, to be relocated BY PLUMBING SUB, Not In Contract.
34	1 ea	CUSTOM STAINLESS Custom Model No. POT RACK Stainless steel Pot Rack and Wall Shelf, 16 gauge stainless steel top with splash at rear, sides, 14 gauge stainless steel wall brackets, double sided, sliding hooks on 6 in centers.
34.1	1 ea	CUSTOM STAINLESS Custom Model No. POT RACK Stainless steel Pot Rack and Wall Shelf, 16 gauge stainless steel top with splash at rear, sides, 14 gauge stainless steel wall brackets, double sided, sliding hooks on 6 in centers.
35	1 ea	EXHAUST HOOD Streivor Air Systems Model No. WCBF-FL2001325122.5 Exhaust hood, with 3 in rear air space, fire cabinet on left (adds 12 in to overall width), 144 in long by 54 in wide by 22.5 in tall, stainless steel construction with stainless steel baffle filter, vapor proof lights.
35.1	2 ea	CUSTOM STAINLESS Streivor Air Systems Model No. CLOSURES 12 in tall stainless steel closure panels at hood.
36	1 ea	FIRE SUPPRESSION SYSTEM Streivor Air Systems Model No. PYROCHEM Kitchen Knight II fire suppression system, for hood item 35
	1 ea	PERMITS Fire suppression permits and drawing allowance
37	1 ea	EXISTING, RELOCATE

Item	Qty	Description
		Not In Contract Model No. GAS CONVECTION OVEN Existing Vulcan gas convection oven, to be relocated
38	1 ea	EXISTING Not In Contract Model No. GAS RANGE WITH CONVECTION OVEN Existing Southbend heavy duty gas range with convection oven, to be relocated. Not In Contract
39 - 40		SPARE NO.
41	2 ea	LEVER WASTE Fisher Model No. 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body
42	1 ea	COMBI OVEN Angelo Po America Model No. FX202G3 CombiStar Top Combi Oven, gas, boilerless, roll-in, (40) 12" x 20" full size hotel or (20) 18" x 26" full size sheet pan capacity, programmable controls, touch display, (150) cooking programs with favorites menu, USB interface, automatic venting, humidity sensor, auto-reversible 5-speed fan, multi-point core temperature probe, double-glazed door with window, fully-automatic cleaning system, includes roll-in rack, (LDR610) retractable spray gun, stainless steel construction, 190,000 BTU, IPX5, NSF, cETLus
	1 ea	NOTE: It is highly recommended that a quality external water filtration system as well as specified cleaning chemicals be used and incorporated into all Angelo Po America combi oven installations, to prevent scale build up and to extend the life of the equipment.
	1 ea	FREE WATER ANALYSIS TEST
	1 ea	2 Year parts & labor warranty, standard
	1 ea	Certified installation (net)
	1 ea	Natural gas
	1 ea	120v/60/1-ph, 2.64 kW, 22.0 amps, AWG12, standard
	1 ea	APWT200-CL-BP Water Treatment System, 200 gpd, includes cleaning bypass, sediment, for chlorine taste & odor, chloramines, hardness & TDS reduction, for use on double stack combi ovens FX61/FX61, FX61/FX101, FX82/FX82, and FX122, FX201, FX202 (net)
	1 cs	BR55X StarBright Brightener, (2) 5 liter containers, per case
	1 cs	CL55X StarClean Detergent, (2) 5 liter containers, per case
43	1 ea	TWO (2) COMPARTMENT SINK Advance Tabco Model No. 94-82-40-24RL Regaline Sink, 2-compartment, with left & right-hand drainboards, 28" front-to-back x 20"W sink compartment, 14" deep, with 11"H backsplash, stainless steel legs with welded front-to-rear & adjustable left-to-right cross rails, 24" drainboards, 1" adjustable feet, 14 gauge 304 series stainless steel, overall 35" F/B x 93" L/R, NSF
	2 ea	K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain
	2 ea	K-455G Sink Cover, 20" x 28", stainless steel
	1 ea	K-454 Side splash, integral (welded), for NSF sinks & dish tables, height matches backsplash height (specify side)

Item	Qty	Description
	1 ea	K-495 Turn down backsplash
	1 ea	K-76 Paint-on sound deadening under top (each)
44	2 ea	CUSTOM STAINLESS Custom Model No. WALL SHELVES 16 gauge stainless steel wall shelves with 14 gauge stainless steel brackets, standard turn down edge all around, 15 in deep shelves.
45	1 ea	EXISTING Not In Contract Model No. REACH-IN REFRIGERATOR Existing Beverage Air Reach-In Refrigerator, to be relocated. Not In Contract
46	1 ea	WALL / SPLASH MOUNT FAUCET Fisher Model No. 60526 Faucet, 8" backsplash mount, with 16" swing spout, elbows, stainless steel
	1 ea	41718 .5 gpm low flow aerator
47	1 ea	CUSTOM STAINLESS Custom Model No. PREP TABLE Stainless steel prep table with drawers, 14 gauge stainless steel top, 16 gauge stainless steel legs, adjustable bullet feet, open storage and areas below, 16 gauge stainless steel under shelves, standard turn down edge all around, 18 gauge stainless steel utility chase with removable access panels. provide for u/c receptacles by providing stainless steel support channel (J-Box and Outlet by Electrical Sub), heavy duty stainless steel drawers with locks and 20 in by 20 in pan capacity.
48	1 ea	CUSTOM STAINLESS Custom Model No. OVER SHELF Stainless steel overshef, 16 gauge stainless steel shelf, hat channel construction below, standard turn down edge all around, with double sided, sliding stainless steel pot hooks on 8 in centers.
49	2 ea	EXISTING Not In Contract Model No. MILK COOLER Existing Beverage Air Milk Cooler, to be relocated, Not In Contract
50		SPARE NO.
51	1 ea	CUSTOM STAINLESS Custom Model No. SERVING COUNTER Stainless steel serving counter, size, shape per plans, 14 gauge stainless steel top, 18 gauge stainless steel lower counter body with doors, interior adjustable shelves, galvanized base.
52	1 ea	CUSTOM STAINLESS Custom Model No. SERVING COUNTER Stainless steel serving counter, size, shape per plans, 14 gauge stainless steel top, 18 gauge stainless steel lower counter body with doors, interior adjustable shelves, galvanized base.
53	2 ea	DROP-IN HOT WELL Wells Model No. MOD-400TDM/AF Food Warmer, top-mount, built-in, electric, auto-fill, (4) 12" x 20"

Item	Qty	Description
		openings with manifolded drains with one valve, wet/dry operation, double control panel, thermostatic control, stainless steel interior, insulated aluminum steel housing, cULus
	2 ea	Limited 2 year parts & 1 year labor warranty, standard
	2 ea	21923 208/240v/60/3-ph, 1.24/1.65 kW, 14.5/17.8 amps (field convertible to single phase)
	2 ea	21709 Drain Screen
	2 ea	72" Wiring (thermostatically controlled warmers) per well
54	2 ea	CUSTOM STAINLESS AND GLASS Custom Model No. SNEEZE GUARD Stainless steel and glass sneeze guard, 3/8 in thick tempered glass with 1 in radius sides, below counter mounting, 1/4 in tempered glass end panels with 1 in radius panels.
55	1 ea	CUSTOM STAINLESS Custom Model No. MOBILE TABLE Stainless steel mobile table, 14 gauge stainless steel top, splash, legs, open storage below, 16 gauge stainless steel under shelf, standard turn down edge all around, on casters.
56		SPARE NO.
57	1 ea	EXISTING Not In Contract Model No. SALAD & COLD FOOD CABINET Existing Salad & Cold Food Cabinet, to be relocated. Not In Contract.
58	1 ea	CUSTOM COUNTER Galley Model No. CASHIER MODULE Galley Cashier Module
59	4 ea	BY OTHERS Not In Contract Model No. P.O.S. CASHIER SYSTEM P.O.S. - Cashier System, to be provided and installed By Others. Not In Contract.
60-61		SPARE NO.
62	2 ea	PASS-THRU HEATED CABINET True Food Service Equipment Model No. STA1HPT-1S-1S SPEC SERIES® Pass-thru Heated Cabinet, one-section, stainless steel front & sides, (1) stainless steel door front & rear with locks, cam-lift hinges, digital temperature control, aluminum interior, (3) chrome shelves, 5" castors, 1.5KW, NEMA 6-15P, 208-230v/60/1, 9' cord, MADE IN USA
	2 ea	Warranty - 3 year parts and labor, please visit www.truemfg.com for specifics
	2 ea	Thermometer side: Door hinged on right standard
	2 ea	Rear: Door hinged on right standard
	2 ea	(3) chrome shelves and shelf supports standard per section
	2 ea	Spec Kit #3 - (6) sets of universal type tray slides (specify for left, center or right section)
	2 st	5" castors, set of 4, standard
63	3 ea	DISPLAY CASE True Food Service Equipment Model No. G4SM-23PT-LD

Item	Qty	Description
		Specialty Merchandiser, Pass-thru, one-section, (4) shelves, bronze powder coat finish exterior, white aluminum interior liner with stainless steel floor, (4) Low-E thermal glass sides including (2) hinged glass doors, low UV emitting LED lighting, bottom mounted self-contained refrigeration, 1/2 HP, 115v/60/1, 10.0 amps, NEMA 5-15P, 9' cord, MADE IN USA
	3 ea	Self-contained refrigeration standard
	3 ea	Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics
	3 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics
	3 ea	Exterior: Bronze powder coated, standard
	3 ea	Interior: White aluminum, standard
	3 ea	S-TD-15 Illuminated sign decal: S-TD-15 "Desserts" picture graphic, standard
	3 st	Castors, 4", set of 4
64	3 ea	HEATED CABINET, MOBILE Metro Model No. C548-ASFS-L C5™ 4 Series with Insulation Armour™ Plus, mobile heated holding cabinet, 5/6 height, insulated solid door, top mount controls, thermostat to 200°F, lip load slides on 1-1/2" centers, (29) 18" x 26" pan capacity, 5" casters, stainless steel, 120V/60/1, 1400 watts, 11.7 amps, NEMA 5-15P, cULus, NSF, ENERGY STAR®
	3 ea	C54-TRVL Lockable Travel Latch / Hasp (one required per door)
65		SPARE NO.
66	1 ea	CUSTOM STAINLESS Custom Model No. SERVING COUNTER Stainless steel serving counter, size, shape per plans, 14 gauge stainless steel top, 18 gauge stainless steel lower counter body with doors, interior adjustable shelves, galvanized base.
67	1 ea	HYDRATION STATION Custom Model No. 2000S Britta Hydration Station
100	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. STAGING Stage Equipment at EBRs Warehouse Prior to Delivery to Job Site at Time of Installation.
101	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. SUBMITTALS Provide Submittals, Including Shop Drawings, Cut Sheets, MEP Drawings as required.
101.1	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. SHOP DRAWINGS Provide shop drawings for custom stainless fabricated items
102	1 ea	FREIGHT East Bay Restaurant Supply, Inc. Model No. DELIVERY Deliver equipment to job site at time of installation.

EXHIBIT "B"
Hourly Personnel Rates
and
Schedule of Fees and Charges

[INCLUDE/ATTACH CONTRACTOR'S RATE SCHEDULE (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]

Item	Qty	Description
103	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. INSTALL Install buyouts, uncrate, set in place and level. Provide seismic restraints where possible for equipment where necessary. Does not include any electrical or plumbing final connections. Crating debris to be removed and placed in receptacle provided by GC.
104	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. INSTALL REFRIGER Install Remote Refrigeration System
105	1 ea	LABOR East Bay Restaurant Supply, Inc. Model No. INSTALL WALK-IN Install Walk-In Cooler - Freezer. INCLUDED IN ITEM 104
106	1 ea	INSTALLATION MATERIALS East Bay Restaurant Supply, Inc. Model No. MATERIALS Materials needed for installation of custom stainless fabricated items and buyout equipment. (This is a TAXABLE item).
107	1 ea	INSTALLATION MATERIALS Add for this is \$2930 total and is NOT included in the Grand Total <Optional> below East Bay Restaurant Supply, Inc. Model No. MATERIALS ADD ADD for Materials needed for SMACNA installation of custom stainless fabricated items and buyout equipment. (This is a TAXABLE item).

Merchandise	\$238,909.09
Freight	\$4,408.40
Tax 9.5%	\$17,017.51
Total	\$260,335.00

Please note the following inclusions/exclusions:

INCLUSIONS:

Hoods/Ventilators, Cold Storage Rooms, Refrigeration, Stainless Steel Fixtures, Manufactured Kitchen Equipment, Ansul System, Freight, Taxes, K.E.C. Prepared submittal package including M.E.P Coordination Drawings, Product Data Brochures, Shop Drawings, Operation and Maintenance Manuals, **all in electronic format only** (hard copies of submittal package can be provided at an additional cost), Start Ups, Demonstrations, 1 year Parts and Labor Warranty as called for in Section 11400 specifications only through factories, 5 year compressor PARTS warranty through factories where applicable.

EXCLUSIONS:

Millwork, Solid Surface Tops, Price reduction for Participation in OCIP/CCIP Insurance Programs, Concrete Curbs, Demolition, Installation of "Embedded" Items, Conduit Line Runs for all Equipment, Beer System(s), Beverage Line(s) and conduits, All Floor/Wall/Ceiling/Roof Penetrations, Roof Pad for Refrigeration Rack(s), Sawcutting, Core Drilling, Sleeves, Structural Hood Supports, Ducts, Fans, Blowers, Certified Welders, Final Weld from Duct To Hood, General Carpentry (i.e.: Backing/ Blocking), Masonry/Tile Work, Finished floors and grouting around walk-In cold boxes. **ALL plumbing, electrical, mechanical, and inter-MEP or final MEP connections and waste lines are EXCLUDED**, Installation of Floor Troughs, Setting In Place of Floor Troughs, Caulking or back caulking of floor troughs, Installation of faucets and lever-wastes, Pre-Wired/Pre-Plumbed Custom Counters, Pitch Pockets, Roof Jacks, Condensate Drains from Coils in Walk-in, Interwiring Coils to Condensers, Hood/Walk-In Closures over 12" tall (No closures provided for Hoods/Walk-Ins furnished or installed By Others), Interfacing/Wiring of fire suppression system to building main alarm or life safety, Electrical Shunt trip/contactors and any other controlling switch/micro switch, Fire Extinguishers, Cranes, Forklifts, Grade-Alls, Composite Crews, Seismic Calculations if attachment details are on project documents, Any anchoring and bracing other than those shown or referenced in section 11400 or as shown on Food Service drawings. Installation, training, and demonstration of residential appliances. Participation in any cooperative assessment for trash removal and/ or Trade Damage, Any Fees and/or permits for Building/Health Dept., BIM Modeling drawings, Final Kitchen Cleaning, ANY video taping of equipment training and/or demonstrations, Bid Bond, Performance/ Payment Bond and Overtime for Field" Labor, Mold Insurance, hard copies of submittal and close out documents.

Prices are valid for 120 days, then subject to manufacturers' price increases or progressive billing/storing arrangements. **PAYMENT TERMS TO BE NEGOTIATED. PAYMENTS ARE REQUIRED FOR STORED OFF SITE MATERIALS.**

Manufacturer's price increases are estimated approximately 8% per year. In the event of price increase of material, supply, equipment, or energy, or any element of the subcontract occurring between the date of this proposal and the first day of performance of the subcontracted work through no fault of EBRS, the subcontract sum shall be equitably adjusted by change order(s) to reflect the price increase(s). EBRS shall be entitled to escalation costs regardless of Contractor being able to pass these costs to the client.

Contract is subject to Credit Approval. Payment terms are 50/45/5 or Contract, to be determined by EBRS.

This contract shall be deemed executed and enforceable in Alameda County, CA and any action to enforce the terms or all disputes on any lawsuits regarding interpretation or enforcement of this contract shall be venued in Alameda County, CA. On any amounts due and owing, interest shall accrue at the interest rate of 1.5% per month (18% per annum)

Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other Contractor's document or project advertisement. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor listing EBRS in its bid documents or by permitting EBRS to commence work for this project.

EBRS does not accept any liquidated damages caused by other Trades delays

Thank you for this opportunity to be of service. If you have any questions, or we can be of further assistance, please do not hesitate to call on us.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$260,335.00

Information regarding Contractor:

Contractor: EAST BAY RESTAURANT SUPPLY

License No.: 278101

Address: 49 4TH ST

OAKLAND CA 94607

Telephone: 510-465-4300

Facsimile: _____

E-Mail: FRED S@EBRS.NET

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: CA

☐ Limited Liability Company

☐ Other: _____

94-1284745 :

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

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:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his 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 this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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 this Contract.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither EAST BAY RESTAURANT SUPPLY [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the _____ day of _____ 20__ for the purposes of submission of this Agreement.

By: _____
Signature

Typed or Printed Name

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Contract #3: Equipment, Materials, & Supplies Greater Than \$87,700 – East Bay Restaurant Supply – Madison Middle School Expansion Project

Revised 08/01/2016

21-9350-9560-8500-2122-9905-215-9180

2159905820 MADISON E.S. EXPANSION

Expenditure Accounts

OBJECT	Description	Adopted	Working	Actual	Encumbrance	Balance
		Budget	Budget			
2225	CLASSSUPPT SALARIES OVERTIME	0.00	0.00	1,250.67	0.00	-1,250.67
3302	SOCSEC,MEDI,ALTSS CLASSIFIED	0.00	0.00	77.21	0.00	-77.21
3322	MEDICARE CLASSIFIED	0.00	0.00	18.06	0.00	-18.06
3502	ST UNEMPLOY INS CLASSIFIED	0.00	0.00	1.34	0.00	-1.34
3602	WORKERS COMP CLASSIFIED	0.00	0.00	78.16	0.00	-78.16
5620	RENTALS (NON-CAPITAL LEASES)	0.00	25,779.00	4,872.00	20,907.00	0.00
6215	ARCHITECTS/ENGINEERS	0.00	748,970.75	98,704.00	650,266.75	0.00
6235	INSPECTOR	0.00	274,170.00	4,840.00	269,330.00	0.00
6252	Preliminary Fees	0.00	0.00	0.00	0.00	0.00
6262	Other Planning Costs	0.00	1,605.00	1,605.00	0.00	0.00
6271	Main Construction	0.00	264,690.35	0.00	0.00	264,690.35
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense:	0.00	1,315,215.10	111,446.44	940,503.75	263,264.91
	Net:	0.00	-1,315,215.10	-111,446.44	-940,503.75	-263,264.91

ROUTING FORM

Project Information			
Project Name	Madison Expansion		Site 215
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	East Bay Restaurant Supply, Inc.	Agency's Contact	Laura Tabler
OUSD Vendor ID #	V001663	Vendor Title:	Project Manager
Address	49 Fourth Street Oakland, CA 94607	Telephone	(510) 627-0222
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	13124		
Term			
Date Work Will Begin	12/14/2016	Date Work Will End By (not more than 5 years from start date)	12/31/2017
Compensation			
Total Contract Amount		Total Contract Not To Exceed	\$260,335.00
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
9350	Fund 21 Measure J	2159905820	4410
		Amount \$260,335.00	
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.			
	Division Head	Phone	510-535-7038
		Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management		
	Signature	Date Approved	11/14/16
2.	General Counsel, Department of Facilities Planning and Management		
	Signature	Date Approved	
3.	Deputy Chief, Department of Facilities Planning and Management		
	Signature	Date Approved	
4.	Senior Business Officer, Board of Education		
	Signature	Date Approved	
5.	President, Board of Education		
	Signature	Date Approved	