Board Office Use: Legi	slative File Info.
File ID Number	19 - 2407
Introduction Date	2-12-2020
Enactment Number	20-0197
Enactment Date	2/12/2020 lf



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management
Board Meeting Date	February 12, 2020
Subject	Award of Contract for the Purchase of Furniture for the Foster Center Project to Krueger International
Action Requested	Approval by the Board of Education of Award of a Purchase Contract with Krueger International ("KI") to furnish and install a total of 12 workstations the New Central Commissary Building Kitchen in the amount of \$36,002.77, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on February 13, 2020, and scheduled to last until June 30, 2020 pursuant to the contract.
	Competitive bidding was not required. Value of the contract is under the bid threshold of \$95,200 (Public Contract Code §20111(a).)
Discussion	Vendor to provide furniture and installation of 12 workstations for the New Central Commissary Building Kitchen.
LBP (Local Business Participation Percentage)	00.0%
Recommendation	Approval by the Board of Education of Award of a Purchase Contract with Krueger International ("KI") to furnish and install a total of 12 workstations the New Central Commissary Building Kitchen in the amount of \$36,002.77, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on February 13, 2020, and scheduled to last until June 30, 2020 pursuant to the contract.
	Competitive bidding was not required. Value of the contract is under the bid threshold of \$95,200 (Public Contract Code §20111(a).)
Fiscal Impact	Fund 21 Measure J
Attachments	 Agreement & Contractor Proposal Insurance Certificate

CAXLAND UNIFIED

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

Legislative File ID No.				
Department: <u>Facilities</u>	Planning & Managemen	<u>t</u>		
Vendor Name: <u>KI</u>				
Project Name: Foster the Center		Project No.:	<u>13133</u>	-
Contract Term: Intended Start: <u>I</u>	February 13, 2020	Intended	d End:	6-30-2020
Total Cost Over Contract Term:	\$36,002.77			
Approved by: <u>Tadashi Nakadega</u>	iwa			
Is Vendor a local Oakland Busines	ss or has it met the requir	ements of the		

Local Business Policy? 🛛 Yes (No if Unchecked)

How was this contractor or vendor selected?

Request for Proposals for FF&E received July 18, 2018. This vendor selected out of the pool, based on the lowest cost and best value selection process from the proposals that were submitted.

Summarize the services or supplies this contractor or vendor will be providing.

Furniture for the new Central Commissary Building Kitchen. Price includes delivery and installation of the new furniture. Furniture selected based on meetings with site staff and designers, to furnish spaces that include classrooms, administrative spaces, storage rooms, library, and the multipurpose room.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Value of contract is below bid threshold. Determined price is competitive when RFP for furniture was provided.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- \Box Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- □ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) contact legal counsel to discuss if applicable
- □ Emergency contract (Public Contract Code §§22035 and 22050) contact legal counsel to discuss if applicable
- □ No advantage to bidding contact legal counsel to discuss if applicable
- □ Sole source contractor *contact legal counsel to discuss if applicable*
- Completion contract contact legal counsel to discuss if applicable
- Lease-leaseback contract RFP process contact legal counsel to discuss if applicable
- Design-build contract RFP process contact legal counsel to discuss if applicable
- □ Energy service contract contact legal counsel to discuss if applicable
- □ Other: _____ contact legal counsel to discuss if applicable

Consultant Contract:

- □ Construction project manager, land surveyor, or environmental services selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- □ Architect or engineer when state funds being used use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- □ Other professional or specially trained services or advice no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) *contact legal counsel to discuss if applicable*
- \Box For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- □ No advantage to bidding (including sole source) contact legal counsel to discuss if applicable

Purchasing Contract:

- \boxtimes Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- □ Certain instructional materials (Public Contract Code §20118.3)
- □ Data processing systems and supporting software choose one of three lowest bidders (Public Contract Code §20118.1)

Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counsel to discuss if applicable
 CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable
□ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
□ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
□ Other:
Maintenance Contract:
\Box Price is at or under bid threshold of \$95,200 (as of $1/1/20$)
□ No advantage to bidding (including sole source) – contact legal counsel to discuss
□ Other:

3) Explain in detail the facts that support the applicability of the exception marked above:

• This contract is a purchase contract under the bid threshold.

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE ORDER CONTRACT

This Agreement is made this **February 12, 2020** by and between **Oakland Unified School District,** "District" and **Krueger International ("KI")** Seller" with respect to the following recitals:

1. District is a public school district organized and existing under the laws of the State of California.

2. District desires to contract with Seller for the delivery of boxes, anti-static shrink wrap and bubble wrap prior to moving furniture. ("Equipment"). KI to furnish and install a total of 12 workstations for the new Central Commissary Building Kitchen.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. <u>Delivery of Equipment</u>. Seller agrees to deliver the Equipment to District at the following address: Foster the Center, 2850 West Street, Oakland.

2. <u>Time of Commencement and Completion</u>. The Equipment shall be delivered in full to the District no later than February 12, 2020. (Once KI receives a copy of the fully executed purchase order, the order will be released into standard production with a manufacturing lead-time of 4-6 weeks plus a week of transit.) ("Delivery Date"). Time is of the essence in this Contract.

3. <u>Contract Sum</u>. District agrees to pay Seller the sum of **Thirty-Three Thousand**, **Two Dollars and Seventy-Seven Cents (\$36,002.77)**, following timely receipt of the Equipment and submission of an invoice to District.

4. **NOT USED** - Liquidated Damages. Seller agrees to deliver the Equipment to District pursuant to the terms of this Contract by the Delivery Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Equipment is not delivered by the Delivery Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Delivery Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Delivery Date will be **Five Hundred Dollars** and 00/100 **(\$500.00)**

for each calendar day by which delivery is delayed beyond the Delivery Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. [Not used].

6. <u>Indemnity</u>. Seller shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Seller, or Seller's employees, agents, or volunteers (collectively, the "Seller Parties"), in the performance of or failure to perform Seller's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. <u>Transportation Charges</u>. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated.

8. <u>Inspection</u>. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. <u>Insurance</u> . Without in any way limiting Seller's liability, or indemnification obligations set forth in Paragraph 6 above, Seller shall secure and maintain throughout the Term of this Agreement the following insurance: Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including	
Bodily Injury, Personal Injury, Property Damage,	
Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

Neither Seller nor any of the Seller Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Seller's insurance policies shall be attached to this Agreement as proof of insurance.

10. <u>Independent Contractor Status</u>. Seller is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Seller is free from the control and direction of District in connection with the manner in which it provides the Services to District. Seller understands and agrees that Seller and the Seller Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. <u>Taxes</u>. All payments made by District to Seller pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Seller, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Seller shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Seller and the Seller Parties and otherwise in connection with this Agreement.

12. <u>Fingerprinting Notice and Acknowledgement</u>. Seller and the Seller Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

13. <u>Tuberculosis Certification</u>. Seller and the Seller Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Seller hereby represents and warrants to District the following:

A. X Seller and Seller Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. \Box The following Seller and Seller Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no

cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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[Attach and sign additional pages, as

needed.]

Seller shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Seller further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Seller and Seller Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. <u>Confidential Information</u>. Seller shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Seller shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Seller shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. <u>Assignment/Successors and Assigns</u>. Seller shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. <u>Severability</u>. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. <u>Amendments</u>. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

18. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. <u>Written Notice</u>. Written notice shall be deemed to have been duly served if delivered in person to Seller at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Seller shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Seller agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. <u>Non-Discrimination</u>. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. <u>Attorneys' Fees</u>. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. <u>Liability of District</u>. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. <u>Time</u>. Time is of the essence to this Agreement.

25. <u>Waiver</u>. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. <u>Entire Agreement</u>. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. <u>Execution of Other Documents</u>. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. <u>Warranty of Authority</u>. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. <u>Local Business</u>. Seller shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.kl2.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. <u>Forms</u>. The following forms, which must be executed by the Seller, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. <u>Mediation</u>. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. <u>Safety Regulations</u>. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

Seller/Contractor

Guy Patzke / Krueger International, Inc. By: Assistant Secretary

2/13/2020

ity Chief, Facilities Planning & Management [TITLE]

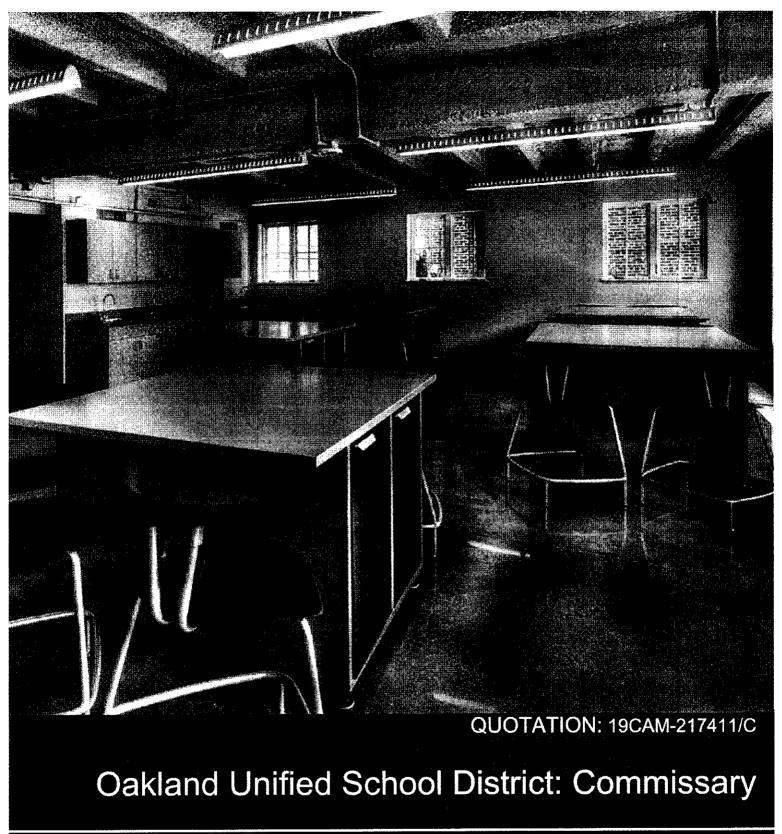
Purchase Order - Krueger Intgernational ("KI") - The Foster Center Project - \$36,002.77

2/13/2020

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Jody London President, Board of Education

Kyla Johnson Trammell Secretary, Board of Education



CREATED 7/10/2019 | REVISED 11/15/2019 | Valid Through 1/31/2020



QUOTATION

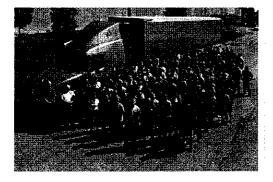
KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Sales Team:

Jessica Gelin Sales Rep .jessica.gelin@ki.com (510) 593-3597

Carrie Manos Inside Sales Specialist carrie.manos@ki.com 855-853-8646



Oakland Unified School District: Commissary

Quote Number: 19CAM-217411/C

CREATED 7/10/2019 | REVISED 11/15/2019 | Valid Through 1/31/2020

PRODUCT TOTALS See Quote Detail Summary GRAND TOTAL

\$32,954.48 \$3,048.29 **\$36,002.77**

Contract Information: CACB14518D FCCC-CSU (Seating, Tables, Lounge & Classroom)

Requested Delivery Date:

To be Determined

Sold To Oakland Unified School District Attn: John Esposito 955 High Street Oakland, CA 94601--440 P. (510) 535-7049 F. (510) 879-1857 Customer # 10739

Ship To Golden PMI Attn: Receiving 4441 Enterprise Street Fremont, CA 94538 End User The Center (Commissary) 2850 West Street Oakland, CA 94608

Installation Golden PMI 4441 Enterprise Street Fremont, CA 94538 P. (510) 498-4428 F. (510) 498-5934 Vendor # 30097

Client Notes:

Changes in fabrics, finishes, and quantities may affect pricing Estimated lead-times: To Be Determined Note: Applicable taxes to be added at the time of invoicing Pricing is based on the FCCC Delivered & Installed Contract CACB14518D

7/10/2019

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CREATÊD VALID THROUGH Prepared By

1/31/2020 Carrie Manos

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ename	Oakland Unified School District: Commissary - 19CAM-217411/C

Line Model Qty. Sell Price Exte	тв	
		3D tions
Tag 1: 110 HA Option 3	let in	14 14
14.1 ACBIF.108.PI Pirouette Activ8 Infeed 4 \$148.39	\$593.56	
Painted Surface Finish Starlight Silver Metallic /SX		
Price Description: Delivered/Open Market		
14.2 AC8JP.29 Activ8 Jumper 29" Long 8 \$35.31	\$282.48	
	+=++++	
Break.		
Price Description: Delivered/Open Market		
14.3 AC8JP.53 Activ8 Jumper 53" Long 12 \$41.20	\$494.40	
	¥-104.40	
Corta de California de Californi		
Deize Description, Delivere d'Once Harles		
Price Description: Delivered/Open Market 14.4 CZSCL60180BFO CZ Steel/Laminate Credenza 24" H,Box/Lateral File Left,Open 12 \$977.49 \$	11,729.88	
w/Adjustable Shelf Right,60"Wx18"D	11,125.00	
Key Option Key alike /KA		
Key Alike Key Alike Lock #113 /L113		
Shell Paint Color Starlight Silver Metallic /SX		
Drawer Laminates KI Laminates Standard KI Laminates BILTMORE CHERRY LAM 7924-38 /LBT		
Edge Color Biltmore Cherry edge /EBT		
Pull Style Connection Zone pull /CZP		
Price Description: Delivered/Open Market		
14.5 CZSCT6018 CZ Laminate Top,60"W,Single Top 12 \$169.98	\$2,039.76	
Surface Finish KI Laminates Standard		
KI Laminates BILTMORE CHERRY LAM 7924-38 /LBT	·	
Edge Color Biltmore Cherry edge /EBT		
Price Description: Delivered/Open Market		
14.6 PAFR3072T-74P Pirouette, Fixed Training w/Activ8, Rectangular, 30x72", 74P Edge 12 \$629.76	\$7,557.12	
Edge Color Biltmore Cherry edge /EBT		
Grommet/PowerUp Option Under-Table Activ8 only (no cutout in /A8U		
table top) Modesty Panel No fabric modesty panel /NMP		
Laminate KI Laminates Standard		
KI Laminates BiLTMORE CHERRY LAM 7924-38 /LBT		
Leg Finish Starlight Silver Metallic /SX		
Casters/Glides 4 black glides /4GB		
Price Description: Delivered/Open Market		
	\$2,788.68	
Base Color Black /BL		
Caster Option Hard floor casters (black only) /S		
Upholstery Grade/Color Compliance to TB 117-2013 /NFR Upholstery Grade/Color Fabric Grade 1 GRD1		ĺ
G1 Fabric 1L CROSSWALK 1LUPHCROSSW		
ALK		
1L CROSSWALK TAUPE /1LTP		
Datu Saat & Back Color No Eiro Datardaat NIED	1	1
Poly Seat & Back Color No Fire Retardant -NFR Poly Seat & Back Color Black /PBL		

QUOTATION

-	THROUGH ed By	1/31/2020 Carrie Manos					
uote	Filename	Oakland Unified School District: Commissary	- 19CAM-217411/C				
Line	Model		Qty.		Sell Price	Extended Total	TBD Option
14.8	USPF2924	Universal Height Adj Screen, Felt, 29x24	8		\$277.13	\$2,217.04	
		Paint Color	Starlight Silver Metallic	/SX			
		Felt Color	Flannel	/FTFN			
		Price Description: Delivered/Open Market					
14.9	USPF7024	Universal Height Adj Screen, Felt, 70x24	12		\$437.63	\$5,251.56	
		Paint Color	Starlight Silver Metallic	/SX			
		Felt Color	Flannel	/FTFN			
		Price Description: Delivered/Open Market					
ag 1	: 110 HA Opt	ion 3		WorkGro	up Product Subtotal	\$32,954.48	

Product SubTotal: \$32,954.48 Estimated Sales Tax 9.2500%: \$3,048.29 Quote Total: \$36,002.77

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.



Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

 All purchase orders must be issued to KI or KI c/o the dealer with this address: KI

1330 Bellevue Street Green Bay, WI 54302

- 2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
- 3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
- 4. In the event that you do not have a formal Purchase Order process, please contact your Kl Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

> Prepared by Carrie Manos Market Code: 2=2=K-12

> > Opportunity #: 217411

Quote Filename: Oakland Unified School District: Commissary - 19CAM-217411

ACORD CER	FIFI	CATE OF LI	ABIL	ITY IN	SURA	NCE	DATE(MM/DD/YYYY) 04/05/2019
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder i	IVELY (URANC ND THE	DR NEGATIVELY AMEN E DOES NOT CONSTIT CERTIFICATE HOLDER	ND, EXTEN TUTE A C L	ID OR ALTE ONTRACT E	R THE CO	VERAGE AFFORDED (HE ISSUING INSUREF	BY THE POLICIES R(S), AUTHORIZED
SUBROGATION IS WAIVED, subject to certificate does not confer rights to the	the te	rms and conditions of t	he policy,	certain polic			
PRODUCER			CONTAC	л Т			
Aon Risk Services Central, Inc. Green Bay WI Office			PHONE (A/C. No	CAU.	437-7123	FAX (A/C. No.): (920)) 437-2401
111 N. Washington Street, Suite 3 P. O. Box 23004	00		E-MAIL ADDRE	88:			
Green Bay WI 54305-3004 USA				INS	URER(8) AFFO		NAIC #
INSURED			INSURE			surance Company	25623
Krueger International Inc. 1330 Bellevue Street			INSURE		elers Prope	erty Cas Co of Ameri	ca 25674
Green Bay WI 54302 USA			INSURE		<u>-</u>	• • • •	
			INSURE				
			INSURE	R F:			
		FE NUMBER: 5700758				EVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY	QUIREM	ENT, TERM OR CONDITION I, THE INSURANCE AFFC	ON OF ANY	CONTRACT	OR OTHER I S DESCRIBE	DOCUMENT WITH RESP D HEREIN IS SUBJECT	ECT TO WHICH THIS
EXCLUSIONS AND CONDITIONS OF SUC							hown are as requested
INSR TYPE OF INSURANCE B X COMMERCIAL GENERAL LIABILITY	ADDL SU INSD W	TJ-EXGL-8E082519-		(MWDD/YYY) 07/01/2018	POLICY EXP (MM/DD/////) 07/01/2019		
		SIR applies per p				EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
X Contractual Liability						PREMISES (Ea occurrence) MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
POLICY X PRO- JECT LOC OTHER:						PRODUCTS - COMP/OP AGG	\$1,000,000 \$5,000,000 \$2,000,000
B AUTOMOBILE LIABILITY		TJ-CAP-8E082520-T	IL-18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						SODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
AUTOS ONLY AUTOS HIRED AUTOS NON-OWNED ONLY AUTOS ONLY X Contractual Lability						PROPERTY DAMAGE (Per accident)	
B X UMBRELLA LIAB X OCCUR		ZUP-81M61183-18-N	F	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
						<u> </u>	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TC2N-UB-8E082010-3	18	07/01/2018	07/01/2019	X PER STATUTE OTH	-
ANY PROPRIETOR / PARTNER / EXECUTIVE N						E.L. EACH ACCIDENT	\$1,000,000
(Nendatory in NH)						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below			<u> </u>			E.L. DISEASE-POLICY LIMIT	\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHIC Oakland Unified School District, t Additional Insured on a primary ba written contract. Umbrella is foll holder should any insurance shown	heir re sis reg ow form	presentatives, emplo arding General Liabi . Insured will endea	yees, tru lity, Aut				uded as required by certificate
Oakland Unified School Dist ATTN: Tadashi Nakadegawa 955 High Street Oalland ca 94601 Usa	ric	•	EXPIRATION POLICY PR UTHORIZED R	N DATE THERE OVISIONS. EPRESENTATIVE	OF, NOTICE W	BED POLICIES BE CANCEL	LED BEFORE THE REAL PREAMER AND A CONTRACT WITH THE
oakland CA 94601 USA			ي 	lon R	iele Ser	vices Central,	Ina.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement, However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph **3**. above.

 The following definition is added to SECTION V. – DEFINITIONS:

> "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- **b.** While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured". 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Policy # TJ-EXGL-8E082519-TIL-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- **b.** The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	Project	Information						
Project Foster The Center Project Site 184								
	Basic	Directions						
Services ca	annot be provided until the contract is awarded authority dele	d by the Board <u>or</u> is entered I gated by the Board.	by the Superintendent pursuant to					
Attachment Checklist	 x Proof of general liability insurance, including of x Workers compensation insurance certification 	certificates and endorsements, unless vendor is a sole provid	if contract is over \$15,000 der					

	Contrac	tor Information		And and				
Contractor Name	KI	Agency's Cont	act	Jessica (Gelin			
OUSD Vendor ID #	002443	Title						
Street Address	6800 Koll Center Parkway Suite 100	City	Gre	en Bay	State	WI	Zip	54302
Telephone	925-201-5947	Policy Expires						_
Contractor History	Previously been an OUSD contractor?	X Yes 🗌 No	W	orked as a	n OUSD e	employ	ee? 🗌	Yes X Noo
OUSD Project #	13133							

	Term of	Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	2-13-2020	Date Work Will End By (not more than 5 years from start date: for construction contracts, enter planned completion date)	6-30-2020
		New Date of Contract End (If Any)	

		Compensa	tion/Revised Compensation		
If New Contract, Total Contract Price (Lump Sum)			If New Contract, Total Contract Price (Not To Exceed)	\$36,002.77	
Pay Rate Per Hour (If Hourly)		\$	If Amendment, Change in Price	\$	
Other Expenses		Requisition Number			
lf you ai	e planning to multi-fund		Budget Information unds, please contact the State and Federal Office <u>befo</u> r	e completin	g requisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9650/9569	i0/9569 Fund 21 Measure J 210-9650-0-9569-8500-4432-184-9180-9905-9999-9999		9-8500-4432-184-9180-9905-9999-99999	4432	\$36,002.77

	Approval and Routing (in ord	ler of app	roval steps)				
	vices cannot be provided before the contract is fully approved and a Purcha wledge services were not provided before a PO was issued.	ase Order is	s issued. Signing thi	is document affirm	s that to your		
	Division Head	Phone	510-535-7038	Fax	510-535-7082		
1.	Acting Director, Facilities Planning and Management						
	Signature (M (LET		Date Approved	2. 6/202	Ô		
2.	General Counsel, Department of Facilities Planning and Management						
	Signature Maying		Date Approved	2/6/2)		
	Interim Deputy Chief, Facilities Rianning and Management						
3.	Signature CCMQ HIR T. Nak action in	n	Date Approved	216/20	20		
	Chief Financial Officer						
4.	Signature		Date Approved				
	President, Board of Education						
5.	Signature		Date Approved		11 A		

THIS FORM IS NOT A CONTRACT