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File ID Number	19-2402
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Enactment Date	3/11/2020 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Acting Deputy Chief of Facilities Planning and Management

Board Meeting Date March 11, 2020

Subject Award of Contract for Furniture - Metro Contract Group -Foster the Center Project

Action Requested Approval by the Board of Education of Award of Contract to **Metro Contract Group**, Pleasanton, California, for the latter to provide furniture and installation of furniture to include chairs, counter height stools, training tables, two-drawers, single pedestal desk box-box file for various locations on site, for the Foster the Center Project, in the amount of **\$143,373.63**, 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 **March 12, 2020**, and scheduled to last until **June 30, 2020** pursuant to the contract.

Discussion Vendor to provide furniture for various locations on site for the new commissary kitchen building at Foster in time for ribbon cutting ceremony.

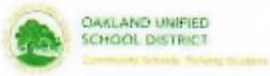
LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Award of Contract to **Metro Contract Group**, Pleasanton, California, for the latter to provide furniture to include chairs, counter height stools, training tables, two-drawers, single pedestal desk box-box file for various locations on site, for the Foster the Center Project, in the amount of **\$143,373.63**, 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 **March 12, 2020**, and scheduled to last until **June 30, 2020** pursuant to the contract.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement & Contractor Proposal
- Insurance Certificate



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

Legislative File ID No. _____

Department: Facilities Planning & Management

Vendor Name: Metro Contract Group

Project Name: Foster the Center Project No.: 13133

Contract Term: Intended Start: March 12, 2020 Intended End: 6-30-2020

Total Cost Over Contract Term: \$143,373.63

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements 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, 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?

Competitive prices were determined when RFP was provided.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ 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*
- ☐ 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:

- ☐ 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: New furniture had to be purchased in time for facility opening and pricing is competitive.

Maintenance Contract:

- ☐ 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:

- Vendor was selected from proposals received.

OAKLAND UNIFIED SCHOOL DISTRICT FURNITURE AGREEMENT

This FURNITURE AGREEMENT ("Agreement") is made and entered into effective **March 12, 2020** (the "Effective Date"), by and between the Oakland Unified School District ("District") and **Metro Contract Group** ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services, to the District (collectively, the "Services"): Metro Contract Group to provide furniture, to include Charis, counter height stools, training tables, two-drawers, single pedestal desk box-box file for various locations at site pursuant to Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **March 12, 2020** and shall terminate upon completion of the Services, but no later than **June 30, 2020** ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the Fee Schedule in Exhibit B, to this Agreement, for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **ONE HUNDRED FORTY-THREE THOUSAND, THREE HUNDRED SEVENTY-THREE DOLLARS 63/100 (\$143,373.63)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor 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 Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$ 1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor 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 Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor 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. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor 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.

10. **Taxes.** All payments made by District to Contractor 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 Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor 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 and Student Contract Form.

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

A. ☒ Contractor and Contractor 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. ☐ The following Contractor and Contractor 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:

_____. [Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor 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.

13. **Confidential Information.** Contractor 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. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor 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.

15. **Severability.** 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.

16. **Amendments.** 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.

17. **Governing Law.** 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.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor 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.

19. **Compliance with Law.** 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. Contractor 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. Contractor 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.

20. **Non-Discrimination.** 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.

21. **Attorneys' Fees.** 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.

22. **Liability of District.** 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.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** 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.

25. **Entire Agreement.** 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.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** 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. **Execution in Counterparts.** 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. **Warranty of Authority.** 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. **Local Business.** Contractor 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.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- 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. **Mediation.** 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.

* * * * *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London 3/12/2020
Date
Jody London,
President, Board of Education

Kyla Johnson-Trammell 3/12/2020
Date
Kyla Johnson-Trammell,
Superintendent, Board of Education

Tadashi N. Degawa 11/4/20
Date
Tadashi N. Degawa,
Interim Deputy Chief, Facilities Planning &
Management

Approved As to Form of Agreement Only:
[Signature] 3/4/20
Date
OUSD Facilities Legal Counsel

CONTRACTOR:

METRO CONTRACT GROUP

By: Dwight Jackson

Name: Dwight Jackson

Title: President/CEO

EXHIBIT A

PROPOSAL FROM METRO GROUP

October 29, 2019

Pam Henderson

955 High Street
Oakland, CA 94601

Pam Henderson
510-535-7062

OUSD Central Kitchen Furniture



1111 Broadway - STE 1650
Oakland, CA 94607
T 510-254-4281 F 510-254-4256
Quote Provided By
Dwight Jackson

Qty	Description	Unit Price	Ext. Price
TASK CHAIRS (Workstations/Non-Executive Private Offices)			
25	Cool Mesh Pro Series Mo. 8054 Mid-Back Multi-Function Task Chair - Black Seat	\$348.16	\$8,704.00
TASK CHAIRS (Executive Private Offices)			
3	Cool Mesh Pro Series Mo. 8114S High-Back Multi-Function Task Chair Black Leather Seat	\$466.11	\$1,398.33
GUEST CHAIRS (RoomS # 101,102,105)			
8	Ashton Sled Base Guest Chairs, Black Bonded Leather	\$232.17	\$1,857.36
CONFERENCE ROOM CHAIRS (Room #106)			
14	Conf room Wit chairs Mesh back: Color: Nickel Uphostered Seat Pattern: Cue; Color: Eight Ball Part: 26-1620473-0777 Midback Standard Synchro; Arms: Fixed FRAME COLOR Black	\$398.45	\$5,578.30
COUNTER HEIGHT STOOLS (Room # 120)			
32	Counter height chair • 4-leg 24" Plastic Seat/Back. Frame Finish: Silver; Color: Lemon	\$295.20	\$9,446.40
COUNTER HEIGHT STOOLS (Room # 122)			
32	Counter height chair • 4-leg 24" Plastic Seat/Back. 4-leg 24" Plastic Seat/Back. Color: Apple	\$295.20	\$9,446.40
DINING/BREAKROOM STACK CHAIRS (Room #			
52	Agenda Stack Chair Plastic Seat/Back. Sled Base Color: Blue	\$80.24	\$4,172.48
TRAINING CLASSROOM KITCHEN (Room #			
8	COUNTER height parsons table with 1-7/8' thick panels, top over end panel construction and 12" high dual stretchers. 48W x 60L x ***36H. TFL Finish: Regal White	\$2,223.17	\$17,785.36
STAFF BREAKROOM (Room # 114)			
4	Training Table Special [InTT-RECS-3096-T1-A1] Finish: Regal White	\$564.37	\$2,257.48
8	DESKTOP CONNECTOR, SET OF TWO (2) AC-	\$22.87	\$182.96

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Dwight Jackson

Qty	Description	Unit Price	Ext. Price
6	VENICE T- LEG W/ CASTERS. BASE SPREAD : 26"W & 27 3/4"H. SET OF 2 LEGS FINISH: SILVER	\$445.23	\$2,671.38
TEACHING DEMO KITCHEN (Room # 121)			
16	Rectangular Training Table Top 24D x 66L. Standard TFL. A1 2mm PVC edge. Includes metal stiffener bar. Finish: Regal White	\$850.75	\$13,612.00
GEN ED CLASSROOM (Room # 122)			
3	42Dx42W" Round Conference Table Top. 1-1/8" thick. 2mm PVC edge. STEEL DISK BASE, 27" DIA BASE, SUPPORTS 36", 42" OR 46" ROUND, 36" OR 42" SQUARE TOP/SURFACE, ADJ GLIDES, OVERALL HT 28", SILVER Finish: Regal White	\$731.63	\$2,194.89
ACCOUNTING DEPT (Room # 107)			
4	30Dx72Wx29H Single Pedestal Desk Box-Box-File Left Full Modesty Panel, Lock Finish: Iconic Maple	\$747.87	\$2,991.48
4	19Dx32Wx29H Two-Drawer ***32" Lateral File Cabinet Lock Finish: Iconic Maple	\$573.38	\$2,293.52
Ofc, Prod Ofc, Ed Support (Room # 144, 137,			
6	30Dx60Wx29H Single Pedestal Desk Box-Box-File Left Full Modesty Panel, Lock Finish: Iconic Maple	\$667.85	\$4,007.10
3	19Dx32Wx29H Two-Drawer ***32" Lateral File Cabinet Lock Finish: Iconic Maple (Room 118 only)	\$573.38	\$1,720.14
CASH ROOM (Room # 107A)			
1	30Dx60Wx29H Single Pedestal Desk Box-Box-File Left Full Modesty Panel, Lock Finish: Iconic Maple	\$667.85	\$667.85
2	19Dx32Wx29H Two-Drawer ***32" Lateral File Cabinet Lock Finish: Iconic Maple	\$573.38	\$1,146.76
STORAGE ROOM (Room # 109)			

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OUSD Central Kitchen Furniture



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Qty	Description	Unit Price	Ext. Price
6	19Dx36Wx72H Lateral File Bookcase Top, Lock Finish: Iconic Maple Panel, Lock	\$1,002.98	\$6,017.88
TEACH OFFICE (Room # 104)			
2	30Dx54Wx29H Single Pedestal Desk Box-Box-File Left Full Modesty Panel, Lock Finish: Iconic Maple	\$602.87	\$1,205.74
3	19Dx32Wx29H Two-Drawer ***32" Lateral File Cabinet Lock Finish: Iconic Maple	\$573.38	\$1,720.14
CONFERENCE ROOM (Room # 106)			
1	Rectangular Laminate Conferene Table 156" x 48"; 5" Panel Base; 9" metal banding at base. Recessed Power/USB/Data 2 Outlets; Finish: Iconic Maple	\$2,598.60	\$2,598.60

October 29, 2019

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955 High Street
Oakland, CA 94601

Pam Henderson
510-535-7062

OUSD Central Kitchen Furniture

metro
Contract
group

1111 Broadway - STE 1650
Oakland, CA 94607
T 510-254-4281 F 510-254-4256
Quote Provided By
Dwight Jackson

Qty	Description	Unit Price	Ext. Price
EXECUTIVE DIRECTOR PRIVATE OFFICE Rm. 101			
1	30-36Dx72Wx29H Double Pedestal Fantop Desk Box-Box-File Peds Full Modesty Panel, Locks Finish: Iconic Maple	\$1,299.00	\$1,299.00
1	19Dx60Wx29H Four-Door Credenza Full Modesty Panel, Pulls Finish: Iconic Maple	\$1,168.43	\$1,168.43
1	36Dx36W" Round Conference Table Top. 1-1/8" thick Finish: Iconic Maple	\$693.72	\$693.72
RECEPTION AREA			
1	Club Chair Black Bonded Leather	\$512.83	\$512.83
1	Left arm Single Seat t Black Bonded Leather	\$491.30	\$491.30
1	Right arm Single Seat t Black Bonded Leather	\$491.30	\$491.30
1	Single Seat no arms Black Bonded Leather	\$474.30	\$474.30
1	Coffee Table Laminate Top/Wood Base 48 x 24 x16H Finish: Newport Grey	\$180.77	\$180.77
1	End Table Laminate Top/Wood Base 24 x 24 x 20 Finish: Newport Grey	\$128.63	\$128.63
Product Sub-total			\$109,116.83
Freight Charges for Project			\$1,217.50
Labor / Installation Services			\$20,900.11
Non-Union labor to deliver and install during normal business hours. One trip to site. Pricing assumes the use of a freight elevator and that space will be free and clear of other trades and personal items.			
Design Hours	8	\$75.00	
Project Management Hours	12	\$75.00	
Sub-total			\$131,234.44
Sales Tax			9.25% \$12,139.19
Project Total			\$143,373.63

APPROVAL SIGNATURE _____

TERMS: N30

DEPOSIT: \$71,686.81

DATE _____

QUOTE VALID FOR 30 DAYS

PLEASE MAKE ALL REMITTANCES PAYABLE TO:

METRO CONTRACT GROUP
2150 N. FIRST ST. STE 100
SAN JOSE, CA 95131



BUSIFUR-01

YOUNGT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768

IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME: Mary Ann Cooksey

PHONE (A/C, No, Ext): (925) 660-3517 50010

FAX (A/C, No): (925) 416-7869

E-MAIL ADDRESS: MaryAnn.Cooksey@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Casualty Insurance Company

24074

INSURER B: Ohio Security Insurance Company

24082

INSURER C: American Fire & Casualty Company

24066

INSURER D: State Compensation Insurance Fund of CA

35076

INSURER E:

INSURER F:

INSURED

Metro Contract Group
2150 N 1st Street, Suite 100
San Jose, CA 95131

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR' NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employees Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	BKO56005433	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	BAS56005433	04/12/2019	04/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USA56005433	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X 9207311 - METRO	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are Additional Insured on Primary & Non-Contributory basis as respects to General Liability, and are Additional Insureds as respects to Auto Liability, as required by written contract.

Waiver of Subrogation applies to Workers Compensation, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Juanita Hunter, Specialist, Facilities Contracts & Bids
Facilities Planning & Management
Oakland, CA 94601

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Foster The Center Project	Site	184
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
	<input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Metro Contract Group	Agency's Contact		Dwight Jackson				
OUSD Vendor ID #	002836	Title		Manager				
Street Address	6800 Koll Center Parkway Suite 100	City	Pleasanton	State	CA	Zip	94566	
Telephone	925-201-5947	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	13133							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-12-2020	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)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$143,373.63
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9569	Fund 21 Measure J	210-9650-0-9569-8500-4432-184-9180-9905-9999-99999	4432	\$143,373.63

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	11/1/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	3/4/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	11/13/11		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			