



Preparing every student to thrive in a global society.

RFQ-45-16-17

**REQUEST FOR QUALIFICATIONS
FF & E (Furniture, Fixtures & Equipment) Vendors/Suppliers**

DUE DATE: Thursday, June 01, 2017 by 2:30 PM

**EAST SIDE UNION HIGH SCHOOL
Capital Purchasing Office/Business Services Division
830 North Capitol Avenue
San Jose, CA 95133-1398**

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NOTICE to FURNITURE VENDORS

The East Side Union High School District (ESUHSD) is seeking qualifications from entities to establish a “pool” of qualified manufacturers/vendors/suppliers of furniture products, installation and design services to provide as-needed, FF & E requirements for the District’s CIP (Capital Improvement Program) projects.

ESUHSD is engaged in major modernization projects, site development, planning, and growth projects, associated with Measure G, E, I and Z.

To submit a response to this Request for Qualifications (RFQ), **RFQ-45-16-17**, send one (1) original copy, and one (1) CD/Flash Drive with all requested materials to the address below on or before **Thursday, June 01, 2017 at 2:30 P.M.**

Mailing Address: East Side Union High School District
ATTN: Capital Purchasing /Business Services Division
830 North Capitol Avenue
San Jose, CA 95133-1398

The RFQ Package and required Documents are available for download at:

<http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-Bids/index.html>

ESUHSD reserves the right to accept or reject any item or group(s) of items of a qualification. ESUHSD also reserves the right to waive any minor informality or irregularity in any qualification. Additionally, ESUHSD may, for any reason, decide not to award a Contract as a result of this RFQ.

PURPOSE of the RFQ

The East Side Union High School District (ESUHSD) invites manufacturers, vendors, suppliers to submit qualifications for their firm and provide national cooperative contracts, government or other piggyback contracts from public corporation or agency, etc., to help streamline the procurement process for large complex projects. ESUHSD is looking for supplier/vendor(s) to provide a complete turnkey solution that has flexibility, quality and style by including project planning & design/installation of furnishings for projects funded by the District's Bond Measure program. Piggyback contracts offered may include systems for 21st century classroom that support higher learning, dining options, event spaces, administrative offices, STEAM classrooms as well as traditional classrooms. We are looking for products that are GreenGuard and BIFMA, with products certified for low chemical emissions UL.COM./GG UL2818 and CPSIA certificates. Surfaces of desks, conference tables, benches, cabinets and storage units should be high quality, hypoallergenic and scratch-resistant. Life expectancy will vary based on high vs low traffic, utilization and user situations. With the passage of AB 1598 installation of modular furniture systems is now considered "public work" and the sub-contractor must also be licensed to work in the State of California as well as registered with the Department of Industrial Relations (DIR) in order to perform work on this project. Proof of registration will be required.

INQUIRIES and/or CLARIFICATIONS

All inquiries and/or requests for clarification of this Request for Qualifications (RFQ) must be made **IN WRITING** no later than **Wednesday, May 24, 2017 by 2:30 PM** to Cappurchasing@esushd.org

ESUHSD is responsible only for what is expressly stated in this RFQ and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

As of the Issuance date of this RFQ and continuing until the final date for submission of qualifications, contact with ESUHSD employees is strictly limited. All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any vendor for purposes of responding to this RFQ. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFQ.

QUALIFICATION SUBMISSION INSTRUCTIONS

Please review this RFQ carefully to ensure that all ESUHSD procedural, system, and contractual requirements are fully understood. Respondents must submit their qualifications using the forms provided by ESUHSD, and must be in the format outlined in the section titled Organization of RFQ.

- Submit One (1) original, and one (1) CD/Flash drive with required documents of the qualifications in a sealed package clearly marked:

"RFQ-45-16-17: "FF & E Vendors/Suppliers Pool"

- Qualifications and supporting documentation must be received no later than **Thursday, June 01, 2017 by 2:30 P.M.**, and submitted to:

Mailing Address: East Side Union High School District
ATTN: Capital Purchasing/Business Services Division
830 North Capitol Avenue
San Jose, CA. 95133-1398

- Qualifications received after the due date and time will not be accepted and returned unopened. Therefore, the package **must** have a return address.

ORGANIZATION of RFQ

Qualifications must be submitted in the format described, and respond to items set forth below, for consideration. Quality and completeness, not length or visual exhibits, are desired. The Qualifications should be complete and concise, and provide an insightful, straightforward overview of the entity's capabilities. Copies of the piggyback contract documents being submitted for consideration must be complete. Provide the agency's RFP number used, award date and item, price list, signed agreement with agency, term of the piggyback award, etc. Qualifications may be rejected if not prepared in the format described, or are submitted without all required information and signatures.

SECTION 1:

- **Exhibit 1** – General Vendor Information/Signature Page. This form **MUST** be completed and included, or the Qualification will **NOT** be given further consideration.
- **Exhibit 3** – Conflict of Interest - included herein.
- **Exhibit 4** – Certificate of Non-discrimination - included herein.
- **Exhibit 5** - W-9 (Required for new vendors to ESUHSD)
- Letter From Vendor's Insurance Broker – proof of insurance

SECTION 2:

- **Executive Summary** – This should contain a general description of the firm(s) and the services provided any areas of expertise, philosophy and business model, a brief history/summary, and qualifications to engage in a professional relationship with the ESUHSD.

SECTION 3:

- **Statement of Qualifications** – Describe the entity's qualifications and experience with public educational institutions and working on design/build projects and with design/build teams as well as other delivery methods, preferably with public high school districts. Include the scope of projects that your firm provided furnishing, planning/project management services and installation for. It is expected that the firm will furnish all labor, supervision, materials, supplies, tools, equipment and expertise to perform the installation of all furniture including design, project management and coordination, and ongoing support services from the initial purchase and any future orders for the site. Responsible to coordinate delivery and installation with the design/build project team and other service providers such as telecom and electrical services.

SECTION 4:

- **Personnel** – Include resumes and length of employment of **all** proposed team members who would be assigned to ESUHSD projects. Define the role of each proposed team member. If the entity will utilize resources from more than one office, indicate office locations and how work will be coordinated.

SECTION 5:

- **Exhibit 2** – References: provide at least four (4) educational client references, using the form provided by ESUHSD, for which your proposed team has provided FF & E for site improvement projects. Indicate if a piggyback contract was used for the order and provide that contract's

information. Include school district names, addresses, contact name(s), phone/fax numbers, and project names.

- **Additional Data** – Provide any additional and relevant information, not previously stated in the RFQ for ESUHSD evaluation.

RESERVATIONS

With respect to this RFQ, ESUHSD reserves certain rights at any time as follows:

1. Reject any qualification without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a qualification, or in the RFQ process, or as part of any subsequent contract negotiation;
3. Request that vendors supplement or modify all or certain aspects of their qualifications or other documents or materials submitted;
4. Request the vendor make an oral and/or written presentation if more information is deemed necessary;
5. Terminate this RFQ and issue a new RFQ;
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the qualifications;
7. Extend a deadline specified in this RFQ, including deadlines for accepting qualifications;
8. Negotiate with any or none of the vendors;
9. Modify the final contract from terms described in this RFQ;
10. Terminate failed negotiations with a vendor without liability, and negotiate with other vendors;
11. Disqualify any vendor on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the qualification or other data available to ESUHSD;
12. Request that services be provided by certain staff of a vendor, or request that certain staff of a vendor be excluded from providing services as determined by ESUHSD to be in its best interest;
13. Reject a vendor's qualification where the vendor is in breach of, or in default under, any other agreement with the ESUHSD;
14. Award multiple contracts if it is deemed necessary to provide the specified services.

SCOPE OF SERVICES, GOALS FROM THE RFQ

- It is the desire of ESUHSD to develop a long term relationship with manufacturers, vendor(s), supplier/reseller(s) to purchase new furniture and equipment for the spaces occupied by staff and students at all the school sites for ESUHSD. It is understood that the vendor(s) will be comprised of a manufacturer(s)/supplier/reseller teams. Either the manufacturer(s) or the supplier(s) will serve as the prime contractor ("the Supplier/Reseller(s)") and enter into a purchase order agreement with ESUHSD. The other member(s) of the team will be a subcontractor(s) to the supplier/reseller(s).
- It is the intent of the ESUHSD to make a recommendation to the Board of Trustees to establish a "pool" of FF&E vendors that have valid piggyback agreement/contract(s) with the manufacturers/supplier(s) that will establish a discounting structure and professional services cost agreement that can be applied to products drawn from the "manufacturer's major lines" and "partnership" companies.
- The goal of the RFQ process is to provide ESUHSD, as the "Owner", an opportunity to thoroughly evaluate interested furniture manufacturer/supplier teams and establish a "pool" of vendors to solicit from through a request for proposal (RFP) process when there are requirements for projects being funded by the Capital Improvement Program (CIP). When FF&E requirements for specific projects funded by CIP are requested, the Capital Purchasing office will release an RFP to the "pool" with detail criteria requirements and a floor plan specific for that project. Vendors will be asked to provide costs and their approach as to the best product to fill the spaces with the furniture. Pricing will be a

requirement of the RFP. A committee of stakeholders from the site and District staff will evaluate and score the proposals and renderings submitted and presentations from the top three highest scored firms will be requested to finalize the vendor who will be recommended to award the agreement for the project.

PROPOSED SCHEDULE

The following is the anticipated qualification and engagement schedule. ESUHSD may change the dates and process as deemed necessary.

Tuesday, May 16, 2017	Publish Request for Qualifications
Wednesday, May 24, 2017	Last day for inquiries and/or clarifications (by 2:30 P.M.)
Thursday, June 01, 2017	SOQ Due (by 2:30 P.M.)
Thursday, June 22, 2017	Recommendations to Approve "FF&E Pool" of vendors/firms by the Board of Trustees for ESUHSD

EVALUATION CRITERIA

The selection process will include a review and evaluation of qualifications and piggyback contract information submitted by ESUHSD staff. Recommendation of the selected entity/firm(s) will be based on completeness of the qualifications submitted, experience of the proposed team members, demonstrated experience providing product and services to public education institutions, including high school districts, current and previous client satisfaction, and ability to perform. Selection of a successful entity(s) is entirely at the discretion of ESUHSD, and ESUHSD reserves the right to reject any and all qualifications.

ADMINISTRATIVE and LEGAL REQUIREMENTS

Entities must meet Administrative and Legal Requirements included in this RFQ and as outline in **Attachment A**, contained herein.

INDEMNIFICATION and INSURANCE REQUIREMENTS

Indemnification: The Vendor will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

Insurance: The Vendor will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **(Attachment C)**

GENERAL DESCRIPTION of PROPOSED PURCHASE ORDER AGREEMENT

No immediate contract/agreement will be entered into with the entity/firm(s) selected for recommendation to the Board of Trustees as the approved "FF&E vendor/supplier pool". As ESUHSD requires furniture, fixtures and/or equipment, entities/vendor(s) will be asked for a project-specific proposal through an RFP process, at which time a project-specific purchase order agreement will be negotiated and entered into by the selected entity/vendor and ESUHSD. Vendors will remain in the pool for as long as their piggyback contracts remain valid or extensions are awarded and providing services have been acceptable to the District.

Attachment A
Administrative and Legal Requirements
Page 1 of 5

1. Fingerprinting and Criminal Records Check.

Vendor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employees to have any contact with District pupils until such time as Vendor has verified in writing to the governing board of the East Side Union High School District that such employee has not been convicted of a felony as defined in Education code 45125.1. Vendor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent Vendors of the Vendor. Verification of compliance with this section shall be provided in writing to the District prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with the Vendor or district a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Assignment.

This agreement shall not be assigned by the vendor in whole or in part without the consent in writing from ESUHSD.

4. Successors and Assigns.

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Governing Law and Jurisdiction.

The Contract(s) will be governed and interpreted under the laws of the State of California.

Attachment A
Administrative and Legal Requirements
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6. Amendments; Waivers.

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

7. Severability.

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

8. Insurance

In the event that vendor shall fail to maintain and keep in force the insurance requirements as stated in **Attachment C** of this RFP and certificates of insurance with the separate additional insured endorsements verifying insurance coverage ESUHSD shall have the right to modify, cancel and/or terminate the resulting contract forthwith and without notice.

9. Independent Contractor

Vendors will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of ESUHSD. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Vendors will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. ESUHSD will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. Vendors' personnel rendering services under any resulting contract will not have any of the rights or privileges of ESUHSD or State employees. Vendors and its

Attachment A
Administrative and Legal Requirements
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agents, employees and subcontractors will not have any claim against the ESUHSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, Vendors will act as an entity separate and apart from ESUHSD, and will be considered Independent Vendors for all purposes, including liability and litigation.

10. Non-Discrimination.

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

11. Conflict of Interest.

Before executing a Contract with ESUHSD, the Vendor shall disclose to the ESUHSD the identities of any board member, officer, or employee of the ESUHSD, or relatives thereof, who the Vendor knows of should know will have any financial interest resulting from this agreement.

12. Force Majeure.

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the vendor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

13. Entire Contract.

The final Contract(s) that is negotiated based on the results of this RFQ shall supersede all previous Contracts and representations of, between or on behalf of both parties with respect to its subject. The Contract(s) shall contain all of vendor and ESUHSD warranties, understandings, terms, conditions, covenants

Attachment A
Administrative and Legal Requirements
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and representations. Neither the vendor nor ESUHSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

14. Notices.

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the vendor and to the address designated for receipt of notices, or as may be provided by both parties.

15. Non-Collusion.

By submitting a proposal the vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the vendor firm has received from ESUHSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

16. Payment Terms.

ESUHSD shall pay the vendor, the fees specified in the Contract(s) within thirty (30) days from the date of invoice.

17. Cost of Bid Preparation

ESUHSD will not pay any costs incurred in bid preparation, presentation, demonstration or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Vendor.

18. Confidential and Proprietary Information

All materials received in response to this Request for Qualifications may be made available to the public. If any part of a vendor's proposal is proprietary or confidential, the vendor must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Attachment A
Administrative and Legal Requirements
Page 5 of 5

All materials received in response to this Request for Proposal may be made available to the public to the extent required or permitted by law. If any part of a Vendor's proposal is proprietary or confidential, the Vendor must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Vendor understands and agrees that Vendor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability and/or subject the District to a loss of State and/or Federal funding. Consequently, Vendor agrees that all information disclosed by the District to the Vendor, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Except as otherwise provided, all data provided to Vendor and its subcontractors and/or agents is confidential. Vendor shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Vendor's performance of the work under Contract that is issued as a result of this RFQ. Vendor and the District shall enter into a HIPAA Confidentiality Contract concurrent with the signing of a resulting Contract.

Vendor shall retain records relating to services provided under this agreement in accordance with the District's legal obligations to retain records as set forth in 5 CCR section 16020 *et seq.*

EAST SIDE UNION HIGH SCHOOL DISTRICT
830 N. Capitol Ave. San Jose, CA 95133
TELEPHONE: (408)347-5072

VENDOR ***NEW VENDOR***
011711

S H I P T O:
EAST SIDE WAREHOUSE
830 N. CAPITOL AVENUE
SAN JOSE, CA 95133

***** PURCHASE ORDER *****
NUMBER 703652

ORDER DATE 05/16/2017

* This number must appear on
all packages, packing slips,
invoices and correspondence
* Authorized charges to be
prepaid and invoiced by
vendor

ATTN:

NON-CONFIRMING XX		ROUTING GROUP NO ROUTE		DATE CONFIRMED	TERMS	MISC. INSTRUCTIONS	
ITEM	STORE#	QUAN.	UNIT	DESCRIPTION		UNIT PRICE	EXTENSION
1		1	EA	SAMPLE: SCOPE OF WORK IS TO PROVIDE AND INSTALL FF&E		0.000	0.00
<div>IMPORTANT NOTICE TO VENDOR</div> <div>1. NO REVISIONS TO THIS ORDER ARE VALID OR BINDING UNLESS CONFIRMED IN WRITING BY THE DISTRICT PURCHASING OFFICE.</div> <div>2. THE ARTICLES COVERED BY THIS PURCHASE ORDER OR CONTRACT SHALL CONFORM WITH THE SAFETY ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY.</div>						SUBTOTAL...	0.00
						TAX.....	0.00
						FREIGHT....	0.00
						GRAND TOTAL	0.00

IMPORTANT NOTICE TO VENDOR

1. NO REVISIONS TO THIS ORDER ARE VALID OR BINDING UNLESS CONFIRMED IN WRITING BY THE DISTRICT PURCHASING OFFICE.
2. THE ARTICLES COVERED BY THIS PURCHASE ORDER OR CONTRACT SHALL CONFORM WITH THE SAFETY ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY.
3. INVOICE IN TRIPLICATE ADDRESS ALL INVOICES TO 830 N. CAPITOL AVENUE, SAN JOSE, CALIFORNIA 95133, ATTENTION ACCOUNTS PAYABLE.
4. SHOW PURCHASE ORDER NUMBER ON INVOICES AND SHIPPING DOCUMENTS. No deliveries accepted at local destination after 3:00 p.m., nor on school holidays.
5. CANCELLATION OF ALL ITEMS REMAINING UNDELIVERED AFTER 60 DAYS FROM DATE OF THIS PURCHASE ORDER WILL BE AUTOMATIC.
6. PAYMENT WILL BE MADE ON COMPLETION OF ORDER, UNLESS PERMISSION IS FIRST OBTAINED AND APPROVED BY THE DISTRICT OFFICE.

PURCHASING AGENT

EAST SIDE UNION HIGH SCHOOL DISTRICT
PURCHASE ORDER INSTRUCTION - TERMS AND CONDITIONS

1. **APPLICABLE LAW**
The contract resulting from this order shall be governed by all applicable State and Federal laws.
2. **DELAY IN SHIPMENT**
If this order cannot be filled without delay, the East Side Union High School District's Purchasing Office shall be notified immediately and a new delivery date shall be specified.
3. **PAYMENT TERMS**
The East Side Union High School District desires to pay all invoices within 30 days of completion, however, claims cannot be audited for payment unless or until the vendor complies with these instructions.
4. **COMPLETION OF ORDER**
The District reserves the right to withhold payment until order is completed.
5. **DISCOUNTS**
Please show cash discounts offered on your invoice.
6. **SELLER'S INVOICES**
Invoices shall be prepared and submitted in triplicate and shall contain purchase order number and shall be itemized as to description of items, size, quantities, unit prices, extended totals, place and date of delivery and freight charge, if any.
7. **CHANGES**
No changes or modification in terms, quantities or specifications may be made without expressed authorization from the Purchasing Agent.
8. **BILL OF LADING**
If B/L is applicable to this order send original to "Ship to" address and duplicate with invoices to Account Payable Department.
9. **SHIPPING CHARGES**
Invoices for prepaid shipping must be supported by original receipts expense bills.
10. **FOB POINT AND FREIGHT CHARGES**
No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, will be paid by District unless expressly included and itemized in the bid.
11. **PATENT INDEMNITY**
The Vendor shall hold the East Side Union High School District, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any copyright composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendor may be required to furnish a bond or other indemnification to the District against claims or liability for patent infringement.
12. **TAXES**
Articles sold to the East Side Union High School District are exempt from Federal excise taxes.
13. The East Side Union High School District is an equal opportunity employer.
14. **GENERAL SAFETY ORDERS**
All equipment, supplies and service sold to the District shall conform to all Safety Orders of the State and Federal Government.
15. **VENDOR'S NOTE**
All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number.

Attachment C
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

- a. Additional Insured Endorsement:

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Insurance Requirements
Page 2 of 3

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Excess Liability - \$5,000,000

6. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

7. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

8. Claims Made Coverage

Attachment C
Insurance Requirements
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If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.