



Ad Hoc Committee Agenda Item #:	II A- Action Item
Date:	June 13, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Ad Hoc Committee (the “ <b>Committee</b> ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA-1 Furniture Fixtures & Equipment Procurement ( <b>REVISED</b> )

## I. Proposed Recommendation(s)

Staff recommends that the Ad Hoc Committee approve Hertz Furniture (“**Hertz**”) as the vendor to provide furniture fixtures and equipment (“**FF&E**”) for the new building being constructed at 18220 Sherman Way for the benefit of MSA-1 (the “**Project**”) at a cost of **\$224,907.69** and award a contract for the purchase of the FF&E to Hertz.

## II. Background

### A. Revised Bid

At the June 3, 2019 meeting, the Committee approved the purchase of FF&E from Hertz for a purchase price of **\$216,000**. Subsequent to such approval, Hertz informed MPS staff that its bid had a typo in the installation cost line item resulting in an error of **\$16,200**. MPS Staff discussed the error with Hertz and was able to negotiate an increase of **\$8,97.69** which is a combination of substituting alternate products of equal or greater quality and reducing the installation cost. The revised bid is attached as Exhibit A.

Even with the increase, the Hertz bid is still lower than the other bids received. Therefore, the other bidders were not approached.

A copy of the original RFP and addenda is attached as Exhibit B.

### B. Contract

MPS Staff is in the process of developing a contract to be used for the procurement. MPS Staff expects to use AIA Document A151™–2019 which is a stand-alone agreement and is intended for situations



where a vendor will provide a large amount, or perhaps even all, of the furnishings, furniture, and equipment (FF&E) for a project, such as here. A template contract is attached as Exhibit C. “AIA” stands for the American Institute of Architects. AIA publishes a suite of template contracts that are widely used in the design and construction industry. A151 is an agreement for the sale of goods and is governed by the law of the place where the Project is located, including the jurisdiction’s Uniform Commercial Code as adopted. In A151, the Vendor not only sells and delivers FF&E, it also is responsible for incidental onsite Work such as placing, assembling, and installing the FF&E. A151 includes Vendor insurance requirements and requires the Vendor to coordinate its Work with the work of others on the Project. The Owner is required to provide the Vendor with access to the Project, storage space, and areas to perform the Work.

In the event that Hertz is not amenable to the aforementioned contract, MPS Staff will negotiate a contract that provides substantially similar protections to MPS.

### III. Budget Impacts

The Project budget carries a line item of **\$325,000** for FF&E. The total revised bid amount from Hertz is approximately **\$224,907.69**. See Exhibit A. MPS staff, therefore, expects a savings of **\$100,092.31** (in lieu of the **\$109,000** that was previously reported) that will be transferred to and carried under contingency until completion of the Project.

MPS Staff will also look into the prospect of financing the FF&E purchase in order to conserve cash. In the event, MPS Staff believes it would in the best interests of MSA-1 and MPS to finance such purchase and such financing is allowable under MPS and MSA-1’s various loan covenants, MPS Staff will return to the Committee to make a recommendation for financing.

\*\*\* PENDING CFO REVIEW AND APPROVAL

#### Exhibits (attachments):

- A. Revised Hertz FF&E Bid
- B. RFP
- C. Form of Contract -- AIA Document A151™–2019



Exhibit A

Revised Hertz FF&E Bid

(see following pages)

## Quote

Thank you for allowing Hertz to quote your furniture. This quote is valid for 30 days. When you are ready to place your order, please sign the final page and return this entire document to me.  
 Please let me know if you have any questions.

**Please note: Hertz Furniture will be closed on June 10th for religious observance.**

Quote for delivery to:

**Magnolia Public Schools**  
**250 E 1st St, Suite 1500**  
**Los Angeles, CA 90012**

## Questions? Please Contact...



CA Regional Sales Manager

**Steven Neudorff**  
 steven@hertzfurniture.com  
**800-526-4677 x1321**

Customer Support Rep

**Pauline Van Saders**  
 pauline@hertzfurniture.com  
 ext. 1125

## Quote Details

### LOBBY



Qty. 6

**Titanium Finish Stacking  
 Visitors Chair w/ Arm Rests**

Model #999

**Custom item:** This item may not be cancelled or returned.

(\$90.91/unit)  
**\$545.46**



Qty. 1

**Class 4K HDR Smart TV, Black  
 (D60-F3)**

Model #999

**Custom item:** This item may not be cancelled or returned.

**\$771.68**



Qty. 1

**Magazine Holder, 65.5" x 10",  
 Black Steel (4322 BL)**

Model #999

**Custom item:** This item may not be cancelled or returned.

**\$87.36**



Qty. 1  
**72"W Spirit Display Case**  
 Model #SPI-376  
**Laminate Color:** TBD  
**Frame Color:** TBD  
**Backing Material:** TBD  
**\$2,568.83**



Qty. 1  
**2 Door 4'x3' Aluminum Frame Indoor Directory**  
 Model #4836CB  
**Frame Color:** Satin Aluminum  
**\$420.17**

Main Office



Qty. 7  
**5-Drawer Letter Deluxe File Cabinet with Lock**  
 Model #SGN-526L  
**Color:** TBD  
 (\$335.66/unit)  
**\$2,349.62**  
**Custom item:** This item may not be cancelled or returned.



Qty. 3  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
 Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
 (\$369.00/unit)  
**\$1,107.00**  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**E-Z Stor Steel Project Organizer (12 Compartments)**  
 Model #999  
**\$251.33**  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx52"H Steel Bookcase**  
 Model #SSB-52  
**Color:** TBD  
**\$183.40**



Qty. 2  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
 Model #SCT-40  
**Color:** TBD  
 (\$231.84/unit)  
**\$463.68**



Qty. 3

**Apollo High-Back Mesh Office Chair**

Model #APL-9400HB

(\$208.07/unit)  
**\$624.21**

Counsler's Office



Qty. 1

**60"x30" Double Pedestal Teachers Desk - Panel Ends**

Model #CTD-6030P

**Desktop Color:** TBD

**3mm Edge Band Color:** TBD

**Base & Drawer Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$369.00**



Qty. 1

**Apollo High-Back Mesh Office Chair**

Model #APL-9400HB

**\$208.07**



Qty. 1

**5-Drawer Letter Deluxe File Cabinet with Lock**

Model #SGN-526L

**Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$335.66**



Qty. 2

**Titanium Finish Stacking Visitors Chair w/ Arm Rests**

Model #999

**Custom item:** This item may not be cancelled or returned.

(\$90.91/unit)  
**\$181.82**

Admin Offices



Qty. 3

**60"x30" Double Pedestal Teachers Desk - Panel Ends**

Model #CTD-6030P

**Desktop Color:** TBD

**3mm Edge Band Color:** TBD

**Base & Drawer Color:** TBD

**Custom item:** This item may not be cancelled or returned.

(\$369.00/unit)  
**\$1,107.00**



Qty. 3  
**Apollo High-Back Mesh Office Chair** (\$208.07/unit)  
Model #APL-9400HB **\$624.21**



Qty. 6  
**Titanium Finish Stacking Visitors Chair w/ Arm Rests** (\$90.91/unit)  
Model #999 **\$545.46**  
**Custom item:** This item may not be cancelled or returned.



Qty. 3  
**4-Drawer Letter Deluxe File Cabinet with Lock** (\$249.42/unit)  
Model #SGN-426L **\$748.26**  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.

### OUTSIDE



Qty. 17  
**6' Extra Heavy Duty Perforated Picnic Table** (\$912.71/unit)  
Model #UPT-7230 **\$15,516.07**  
**Thermoplastic Surface Color:** TBD  
**Powdercoated Frame Color:** TBD



Qty. 4  
**Brute 55 Gallon Gray Trash Can Lid, and Dolly Kit** **\$0.00**  
Model #999  
**Custom item:** This item may not be cancelled or returned.

### TEACHERS LOUNGE



Qty. 1  
**72x36" Group Study Adjustable Rectangle School Table** **\$187.00**  
Model #GS-3672ADJ  
**Top:** TBD  
**Leg Finish:** TBD  
**Edge Banding:** TBD



Qty. 6  
**Cafetorium Stacking Chair - Plastic Seat** (\$49.11/unit)  
Model #CSC-8800 **\$294.66**  
**Color:** TBD



Qty. 1  
**E-Z Sort Mail Filing Station  
(50 Compartments)** **\$673.34**  
Model #999  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**20.5 cu. ft. Top Freezer  
Refrigerator in Black** **\$0.00**  
Model #999  
**Custom item:** This item may not be cancelled or returned.



Qty. 2  
**36"Wx18"Dx72"H All Purpose  
Storage Cabinet** (\$231.84/unit)  
**\$463.68**  
Model #SCT-40  
**Color:** TBD

PE OFFICE



Qty. 2  
**60"x30" Double Pedestal  
Teachers Desk - Panel Ends** (\$369.00/unit)  
**\$738.00**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 2  
**Apollo High-Back Mesh Office  
Chair** (\$208.07/unit)  
**\$416.14**  
Model #APL-9400HB



Qty. 1  
**36"Wx18"Dx72"H All Purpose  
Storage Cabinet** **\$231.84**  
Model #SCT-40  
**Color:** TBD



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
**Color:** TBD

ROOFTOP





Qty. 17  
**6' Extra Heavy Duty Perforated Picnic Table**  
Model #UPT-7230  
Thermoplastic Surface Color: TBD  
Powdercoated Frame Color: TBD

(\$912.71/unit)  
**\$15,516.07**



Qty. 2  
**Brute 55 Gallon Gray Trash Can Lid, and Dolly Kit**

**\$0.00**

Model #999

**Custom item:** This item may not be cancelled or returned.

ROOM # 1



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
Desktop Color: TBD  
3mm Edge Band Color: TBD  
Base & Drawer Color: TBD

**\$369.00**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
Color: TBD

**\$249.42**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
Model #SCT-40  
Color: TBD

**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase**  
Model #SSB-52  
Color: TBD

**\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
Model #PET-1900HP  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD

(\$155.56/unit)  
**\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
Model #INN-HOOK  
**Color:** TBD

**\$0.00**



Qty. 30  
**18\"H Inspiration Value Poly Classroom Chair**  
Model #INS-718  
**Shell Color:** TBD

(\$44.06/unit)  
**\$1,321.80**

ROOM # 2



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.

**\$249.42**



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**36\"Wx52\"H Steel Bookcase**  
Model #SSB-52  
**Color:** TBD

**\$183.40**



Qty. 1  
**60\"x30\" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.

**\$369.00**



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top** **\$4,666.80**  
Model #PET-1900HP (\$155.56/unit)  
Height Option: TBD  
Desktop Color: TBD  
Leg/Glide Color: TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk** **\$0.00**  
Model #INN-HOOK  
Color: TBD



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair** **\$1,321.80**  
Model #INS-718 (\$44.06/unit)  
Shell Color: TBD

ROOM # 3



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
Color: TBD



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
 Model #CTD-6030P **\$369.00**  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
 Model #SCT-40  
**Color:** TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
 Model #PET-1900HP (\$155.56/unit)  
**Height Option:** TBD **\$4,666.80**  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk** **\$0.00**  
 Model #INN-HOOK  
**Color:** TBD



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair** (\$44.06/unit)  
 Model #INS-718 **\$1,321.80**  
**Shell Color:** TBD

ROOM # 4



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
 Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
 Model #APL-9400HB



Qty. 1  
**36"Wx52"H Steel Bookcase**  
Model #SSB-52  
**Color:** TBD **\$183.40**



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD **\$369.00**  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
Model #SCT-40  
**Color:** TBD **\$231.84**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
Model #PET-1900HP  
**Height Option:** TBD **(\$155.56/unit)**  
**Desktop Color:** TBD **\$4,666.80**  
**Leg/Glide Color:** TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
Model #INN-HOOK  
**Color:** TBD **\$0.00**










Qty. 30  
**18"H Inspiration Value Poly Classroom Chair**  
Model #INS-718  
**Shell Color:** TBD **(\$44.06/unit)**  
**\$1,321.80**

ROOM # 5( Conference Room)



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD **\$249.42**  
**Custom item:** This item may not be cancelled or returned.

	<p>Qty. 1 <b>Apollo High-Back Mesh Office Chair</b> Model #APL-9400HB</p>	<b>\$208.07</b>
	<p>Qty. 1 <b>36"Wx52"H Steel Bookcase</b> Model #SSB-52 Color: TBD</p>	<b>\$183.40</b>
	<p>Qty. 1 <b>36"Wx18"Dx72"H All Purpose Storage Cabinet</b> Model #SCT-40 Color: TBD</p>	<b>\$231.84</b>
	<p>Qty. 15 <b>24"x60" Flip-N-Store Training Table</b> Model #FLP-2460 Color: TBD</p>	<p>(\$156.37/unit) <b>\$2,345.55</b></p>
	<p>Qty. 40 <b>Compact Stacking Chair</b> Model #CSC-480 Color: TBD</p>	<p>(\$46.79/unit) <b>\$1,871.60</b></p>
	<p>Qty. 1 <b>Compact Chair Dolly</b> Model #CSC-85 color: Black</p>	<b>\$149.00</b>
	<p>Qty. 1 <b>60"x30" Double Pedestal Teachers Desk - Panel Ends</b> Model #CTD-6030P Desktop Color: TBD 3mm Edge Band Color: TBD Base &amp; Drawer Color: TBD</p>	<b>\$369.00</b>
<p><b>Custom item:</b> This item may not be cancelled or returned.</p>		

ROOM # 6 ( Conference Room)



Qty. 1  
**60"x30" Double Pedestal  
Teachers Desk - Panel Ends**

Model #CTD-6030P

**Desktop Color:** TBD

**3mm Edge Band Color:** TBD

**Base & Drawer Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$369.00**



Qty. 1  
**Apollo High-Back Mesh Office  
Chair**

Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File  
Cabinet with Lock**

Model #SGN-426L

**Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$249.42**



Qty. 1  
**36"Wx52"H Steel Bookcase**

Model #SSB-52

**Color:** TBD

**\$183.40**



Qty. 1  
**36"Wx18"Dx72"H All Purpose  
Storage Cabinet**

Model #SCT-40

**Color:** TBD

**\$231.84**



Qty. 15  
**24"x60" Flip-N-Store Training  
Table**

Model #FLP-2460

**Color:** TBD

(\$156.37/unit)

**\$2,345.55**



Qty. 40  
**Compact Stacking Chair**

Model #CSC-480

**Color:** TBD

(\$46.79/unit)

**\$1,871.60**



Qty. 1  
**Compact Chair Dolly** **\$149.00**  
Model #CSC-85  
color: Black

ROOM # 7( Conference Room)



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
Color: TBD



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD



Qty. 1  
**24"x60" Flip-N-Store Training Table** **\$156.37**  
Model #FLP-2460  
Color: TBD



Qty. 40  
**Compact Stacking Chair** (\$46.79/unit)  
**\$1,871.60**  
Model #CSC-480  
Color: TBD





Qty. 1  
**Compact Chair Dolly** **\$149.00**  
Model #CSC-85  
**color:** Black



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.

ROOM # 8



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
**Color:** TBD



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
**Color:** TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
Model #PET-1900HP  
Height Option: TBD  
Desktop Color: TBD  
Leg/Glide Color: TBD

(\$155.56/unit)  
**\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
Model #INN-HOOK  
Color: TBD

**\$0.00**



Qty. 30  
**18\"H Inspiration Value Poly Classroom Chair**  
Model #INS-718  
Shell Color: TBD

(\$44.06/unit)  
**\$1,321.80**

ROOM # 9



Qty. 1  
**60\"x30\" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
Desktop Color: TBD  
3mm Edge Band Color: TBD  
Base & Drawer Color: TBD

**\$369.00**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
Color: TBD

**\$249.42**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36\"Wx18\"Dx72\"H All Purpose Storage Cabinet**  
Model #SCT-40  
Color: TBD

**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
**Color:** TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top** (\$155.56/unit)  
**\$4,666.80**  
Model #PET-1900HP  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk** **\$0.00**  
Model #INN-HOOK  
**Color:** TBD



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair** (\$44.06/unit)  
**\$1,321.80**  
Model #INS-718  
**Shell Color:** TBD

PREP ROOM



Qty. 1  
**24x72x36"H High Pressure Laminate Lab Table with Book B** **\$286.72**  
Model #SLT-2472DBH



Qty. 2  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** (\$231.84/unit)  
**\$463.68**  
Model #SCT-40  
**Color:** TBD



Qty. 1  
**Flinn/SciMatCo® Stak-a-Cab™ Acid Cabinet** **\$837.76**  
Model #999  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Stak-a-Cab™, Floor Stand for SE1460, Acid Cabinet** **\$837.76**  
Model #999  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Flinn/SciMatCo® Stak-a-Cab™ Flammables Cabinet †** **\$837.76**  
Model #999  
**Custom item:** This item may not be cancelled or returned.

ROOM # 10 (Chem )



Qty. 12  
**24x72x36"H High Pressure Laminate Lab Table with Book B** **\$3,440.64**  
Model #SLT-2472DBH (\$286.72/unit)



Qty. 36  
**25-33"H NPS Adj. Metal Lab Stool with Backrest Black Fram** **\$1,806.84**  
Model #STO-6224AB-BLK (\$50.19/unit)  
**Frame Color:** Black



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
**Color:** TBD



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD

ROOM # 11 ( BIO)



Qty. 12  
**24x72x36"H High Pressure Laminate Lab Table with Book B** **\$3,440.64**  
Model #SLT-2472DBH (\$286.72/unit)



Qty. 36  
**25-33"H NPS Adj. Metal Lab Stool with Backrest Black Fram** **\$1,806.84**  
Model #STO-6224AB-BLK (\$50.19/unit)  
Frame Color: Black



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
Desktop Color: TBD  
3mm Edge Band Color: TBD  
Base & Drawer Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
Color: TBD



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD

ROOM # 12 (TECH)



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
Desktop Color: TBD  
3mm Edge Band Color: TBD  
Base & Drawer Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock** **\$249.42**  
Model #SGN-426L  
Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
Color: TBD



Qty. 15  
**30x48" V2 Nesting Training Table with Modesty Panel**  
Model #INV-4830MP  
**Tabletop Color:** TBD  
**Frame Color:** TBD  
**Edge Banding:** TBD

(\$329.50/unit)  
**\$4,942.50**



Qty. 30  
**Cafetorium Stacking Chair - Plastic Seat**  
Model #CSC-8800  
**Color:** TBD

(\$49.11/unit)  
**\$1,473.30**

ROOM #13



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD

**\$369.00**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD

**\$249.42**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
Model #SCT-40  
**Color:** TBD

**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase**  
Model #SSB-52  
**Color:** TBD

**\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
Model #PET-1900HP  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD

(\$155.56/unit)  
**\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
Model #INN-HOOK  
**Color:** TBD

**\$0.00**



Qty. 30  
**18\"H Inspiration Value Poly Classroom Chair**  
Model #INS-718  
**Shell Color:** TBD

(\$44.06/unit)  
**\$1,321.80**

ROOM # 14



Qty. 1  
**60\"x30\" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD

**\$369.00**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD

**\$249.42**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36\"Wx18\"Dx72\"H All Purpose Storage Cabinet**  
Model #SCT-40  
**Color:** TBD

**\$231.84**





Qty. 1  
**36"Wx52"H Steel Bookcase**  
Model #SSB-52  
**Color:** TBD **\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
Model #PET-1900HP  
**Height Option:** TBD (\$155.56/unit)  
**Desktop Color:** TBD **\$4,666.80**  
**Leg/Glide Color:** TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
Model #INN-HOOK  
**Color:** TBD **\$0.00**



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair**  
Model #INS-718  
**Shell Color:** TBD (\$44.06/unit)  
**\$1,321.80**

ROOM #15



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD **\$369.00**  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
Model #APL-9400HB **\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD **\$249.42**  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet** **\$231.84**  
Model #SCT-40  
Color: TBD



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
Color: TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top** **\$4,666.80**  
Model #PET-1900HP (\$155.56/unit)  
Height Option: TBD  
Desktop Color: TBD  
Leg/Glide Color: TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk** **\$0.00**  
Model #INN-HOOK  
Color: TBD



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair** **\$1,321.80**  
Model #INS-718 (\$44.06/unit)  
Shell Color: TBD

ROOM #16



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends** **\$369.00**  
Model #CTD-6030P  
Desktop Color: TBD  
3mm Edge Band Color: TBD  
Base & Drawer Color: TBD  
**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office Chair** **\$208.07**  
Model #APL-9400HB



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
 Model #SGN-426L  
 Color: TBD  
**Custom item:** This item may not be cancelled or returned. **\$249.42**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
 Model #SGN-426L  
 Color: TBD  
**Custom item:** This item may not be cancelled or returned. **\$249.42**



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
 Model #SCT-40  
 Color: TBD **\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase**  
 Model #SSB-52  
 Color: TBD **\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
 Model #PET-1900HP  
 Height Option: TBD  
 Desktop Color: TBD  
 Leg/Glide Color: TBD  
 (\$155.56/unit) **\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation Student Desk**  
 Model #INN-HOOK  
 Color: TBD **\$0.00**



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair**  
 Model #INS-718  
 Shell Color: TBD  
 (\$44.06/unit) **\$1,321.80**

ROOM # 17



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**

Model #CTD-6030P

**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$369.00**



Qty. 1  
**Apollo High-Back Mesh Office Chair**

Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**

Model #SGN-426L

**Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$249.42**



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**

Model #SCT-40

**Color:** TBD

**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase**

Model #SSB-52

**Color:** TBD

**\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**

Model #PET-1900HP

**Height Option:** TBD

**Desktop Color:** TBD

**Leg/Glide Color:** TBD

(\$155.56/unit)

**\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation Student Desk**

Model #INN-HOOK

**Color:** TBD

**\$0.00**



Qty. 30  
**17.75"H Hard Plastic Stackable School Chair**  
 Model #HPC-518  
**Seat & Back Color:** TBD  
 (\$49.88/unit)  
**\$1,496.40**

ROOM #18



Qty. 1  
**60"x30" Double Pedestal Teachers Desk - Panel Ends**  
 Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD  
**Custom item:** This item may not be cancelled or returned.  
**\$369.00**



Qty. 1  
**Apollo High-Back Mesh Office Chair**  
 Model #APL-9400HB  
**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File Cabinet with Lock**  
 Model #SGN-426L  
**Color:** TBD  
**Custom item:** This item may not be cancelled or returned.  
**\$249.42**



Qty. 1  
**36"Wx18"Dx72"H All Purpose Storage Cabinet**  
 Model #SCT-40  
**Color:** TBD  
**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase**  
 Model #SSB-52  
**Color:** TBD  
**\$183.40**



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top**  
 Model #PET-1900HP  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD  
 (\$155.56/unit)  
**\$4,666.80**



Qty. 30

**Backpack Hook for Innovation  
Student Desk**

Model #INN-HOOK

**Color:** TBD

**\$0.00**



Qty. 30

**18"H Inspiration Value Poly  
Classroom Chair**

Model #INS-718

**Shell Color:** TBD

(\$44.06/unit)  
**\$1,321.80**

ROOM # 19



Qty. 1

**60"x30" Double Pedestal  
Teachers Desk - Panel Ends**

Model #CTD-6030P

**Desktop Color:** TBD

**3mm Edge Band Color:** TBD

**Base & Drawer Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$369.00**



Qty. 1

**Apollo High-Back Mesh Office  
Chair**

Model #APL-9400HB

**\$208.07**



Qty. 1

**4-Drawer Letter Deluxe File  
Cabinet with Lock**

Model #SGN-426L

**Color:** TBD

**Custom item:** This item may not be cancelled or returned.

**\$249.42**



Qty. 1

**36"Wx18"Dx72"H All Purpose  
Storage Cabinet**

Model #SCT-40

**Color:** TBD

**\$231.84**



Qty. 1

**36"Wx52"H Steel Bookcase**

Model #SSB-52

**Color:** TBD

**\$183.40**



Qty. 30  
**Petal Collaborative Classroom  
Desk - Hard Plastic Top**  
Model #PET-1900HP  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD

(\$155.56/unit)  
**\$4,666.80**



Qty. 30  
**Backpack Hook for Innovation  
Student Desk**  
Model #INN-HOOK  
**Color:** TBD

**\$0.00**



Qty. 30  
**18\"H Inspiration Value Poly  
Classroom Chair**  
Model #INS-718  
**Shell Color:** TBD

(\$44.06/unit)  
**\$1,321.80**

ROOM # 20



Qty. 1  
**60\"x30\" Double Pedestal  
Teachers Desk - Panel Ends**  
Model #CTD-6030P  
**Desktop Color:** TBD  
**3mm Edge Band Color:** TBD  
**Base & Drawer Color:** TBD

**\$369.00**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**Apollo High-Back Mesh Office  
Chair**  
Model #APL-9400HB

**\$208.07**



Qty. 1  
**4-Drawer Letter Deluxe File  
Cabinet with Lock**  
Model #SGN-426L  
**Color:** TBD

**\$249.42**

**Custom item:** This item may not be cancelled or returned.



Qty. 1  
**36\"Wx18\"Dx72\"H All Purpose  
Storage Cabinet**  
Model #SCT-40  
**Color:** TBD

**\$231.84**



Qty. 1  
**36"Wx52"H Steel Bookcase** **\$183.40**  
Model #SSB-52  
**Color:** TBD



Qty. 30  
**Petal Collaborative Classroom Desk - Hard Plastic Top** (\$155.56/unit)  
Model #PET-1900HP **\$4,666.80**  
**Height Option:** TBD  
**Desktop Color:** TBD  
**Leg/Glide Color:** TBD



Qty. 30  
**Backpack Hook for Innovation Student Desk** **\$0.00**  
Model #INN-HOOK  
**Color:** TBD



Qty. 30  
**18"H Inspiration Value Poly Classroom Chair** (\$44.06/unit)  
Model #INS-718 **\$1,321.80**  
**Shell Color:** TBD



Qty. 1  
**CUSTOM FEE** **\$0.00**  
Model #999  
**Custom item:** This item may not be cancelled or returned.

**Notes:**

**Freight** **\$0.00**

**Delivery Setup And Removal Of All Packaging Debris** **\$17,500.00**

Quote billing address:

**Magnolia Public Schools**  
**250 E 1st St, Suite 1500**  
**Los Angeles, CA 90012**  
**213-628-3634**

**Subtotal:**  
**Taxes:**  
**Total:**

**\$205,395.15**  
**\$19,512.54**  
**\$224,907.69**

**THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR FURNITURE.**





## Terms and Conditions

We do our best to make sure that your order is correct. Please review this order to confirm that the model #, color, quantity, size and price are correct. If all the information is accurate, please sign and return to me by email. If there is a discrepancy, please call Steven Neudorff at 800-526-4677 x1321 so that we may correct the error and process your order.

### 1. Steps to take at time of delivery to protect against loss or damage:

- a. **Verify count** - Make sure you are receiving as many cartons as are listed on the delivery receipt. If any shortage is discovered, note exactly how many cartons are short on the carrier's delivery receipt and have the driver note the shortage on your copy.
- b. **Carefully examine each carton for damage** - If damage is visible, note this fact on the delivery receipt and please be specific with your notations (for example, cartons crushed or carton has a hole in it). If the cartons are severely damaged, do not accept the shipment. The customer has a right to accept partial shipments and refuse the remaining damaged units. If a carton has appearances that the contents inside may possibly be damaged, insist that it be opened right at that time, and both you and the driver should make a joint inspection of the contents. Any such concealed damage should likewise be noted on the delivery receipt and on your copy. Be sure to retain your copy. Hertz Furniture should be advised immediately.
- c. **Immediately after delivery, open all cartons and inspect for concealed damage** - Even though the driver has already left, all cartons should immediately be opened and the contents inspected for possible concealed damage. Hertz Furniture will not accept responsibility for damage not reported within 10 days from delivery.

### 2. Steps to take when visible or concealed damage is discovered:

- a. **Retain damaged items** - Not only must damaged items be held at the point where received, but the cartons and all inner packing materials must be held until an inspection is made by a carrier inspector.
- b. **Report concealed damage to Hertz Furniture immediately** - Upon the discovery of damage of the contents of shipping containers that could not have been determined at time of delivery. Failure to report damages within 10 days will affect replacements of the damaged merchandise and the outcome of the claim.

### 3. Document all your correspondence in writing

- Pictures of the damaged containers as well as the contents in the containers are required. This documentation will enable Hertz Furniture to settle the freight claims more efficiently and rapidly.

### 4. Steps to take when carrier makes inspection of damaged items:

- a. **Have damaged items in receiving area** - Make certain the damaged items have not been moved from the receiving area prior to discovery of the damage. Allow inspector to inspect damaged items, cartons, inner packing materials and freight bill. Be sure to retain your delivery receipt - it will be needed as a supporting document when claim is filed.
- b. **After the inspector fills out inspection report, carefully read it before signing** - If you do not agree with any facts or conclusions made by the inspector on the report, do not sign it. Unless repairs will be completely satisfactory, be sure the inspector requests replacement on the inspection report.
- c. **Forward your copy of the inspection report and delivery receipt to Hertz Furniture** - A freight claim will be filed on your behalf. Should you choose to do so, you may file your own claim. Hertz Furniture will take no responsibility should your claim be declined.

### 5. Steps to take after inspection has been made:

**The damaged merchandise must be held in original cartons** - Hertz Furniture will advise you of the disposition of the damaged unit when the claim is settled. The customer must make the product available for salvage pick up.

### 6. Order Cancellation:

An order may be canceled, but only before the order has been sent to production. In some cases, cancellations can be accepted even after the order is in production, but additional

fees (restocking and/or cancellation) will be billed to your account.

If the order has already shipped, we can no longer cancel the order.

To confirm that your order has been canceled, we will send you a cancellation notice. Only then will the cancellation be in effect.

Custom orders (including many upholstered items) are non-cancelable.

**7. Returns:**

A return authorization must be issued before returning any merchandise. A restocking charge, as well as round trip freight charges, will be charged.

All items must be in the original carton, unassembled and unused. Please note that returns cannot be made after the product has been assembled. Custom orders are non-returnable. Many products (e.g. upholstered items) are considered custom items and are non-returnable. Please call us at 800-526-4677 for details.

Returns cannot be made after 30 days.

**8. Payment:**

Payment is due 30 days after the date of invoice, less any amount requested by Hertz Furniture as a deposit at time of order. The customer is required to pay for products received, but not for products that are on backorder.

Delinquent accounts are subject to a 1.5% monthly interest fee in accordance with the Halachic Guidelines of Heter Iska and shall pay all collections costs. If Hertz Furniture is required to initiate any legal proceedings to enforce collection of the sums due from customer, the prevailing party in such litigation shall be entitled to recover its attorney's fees and costs incurred therein.

The invoice is due and payable in Ramsey, Bergen County, New Jersey. Jurisdiction for all legal issues will be the court system of the State of New Jersey.

Hertz Furniture reserves the right to make any and all changes to its website at its sole discretion without notice to the User. Hertz Furniture reserves the right to deny access to its website to anyone at any time. This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in its website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is governed by the laws of the State of New Jersey, USA, without reference to conflicts of laws provisions. User consents to the exclusive jurisdiction and venue of courts in Bergen County, New Jersey, U.S.A. in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Any rights not expressly granted herein are reserved.

I have read, understand, and accept this Quotation set forth above and the terms and conditions attached hereto. I further understand that, by signing and returning to Hertz Furniture a copy of this Quotation, CUSTOMER is entering into a contract with Hertz Furniture Systems, LLC (dba Hertz Furniture) to purchase the items set forth in this Quotation on the terms set forth herein and in the "Terms and Conditions" set forth herein and is further granting to Hertz Furniture Systems, LLC a lien on the items set forth in this Quotation as collateral for the obligations of CUSTOMER pursuant hereto, including payment to Hertz Furniture Systems, LLC, and consents to Hertz Furniture Systems LLC's filing of a UCC-1 Financing Statement with the appropriate governmental agency to perfect said lien.

**CUSTOMER**

**Magnolia Public Schools**  
**250 E 1st St, Suite 1500**  
**Los Angeles, CA 90012**  
**213-628-3634**

**Quote # 647756**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Alt Phone # (Mobile / Work / Personal) \_\_\_\_\_



**Quote#:** 647756  
**Prepared on:** 06/07/2019 3:32 pm

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Version 2016.04.10



Exhibit B

RFP

(see following pages)



# MAGNOLIA PUBLIC SCHOOLS

Request for Proposals  
to Provide Furniture, Fixtures & Equipment  
for Magnolia Science Academy 1 | Reseda

Due Date:

**May 7, 2019**

## 1.0 INTRODUCTION

Magnolia Education & Research Foundation ("MERF") doing-business as Magnolia Public Schools ("MPS"), a charter school management organization, operates Magnolia Science Academy 1, a middle and high school ("MSA-1") located at 18238 Sherman Way in the Reseda neighborhood of Los Angeles. MPM Sherman Way LLC, an affiliate of MPS, owns the property at 18220 Sherman Way (the "Project Site") immediately adjacent to the 18238 Sherman Way campus. MPS is in the process of constructing a new building at the Project Site that will house MSA-1's high school population. A floor plan of the new building is attached as Exhibit A.

The purpose of this RFP is to solicit bids to provide furniture, fixtures and equipment ("FF&E") to furnish the new high school building.

### Site Tour

A site tour will be facilitated if requested.

### Proposals Due

Responses to the RFP are due no later than **5:00 PM (PST), Tuesday, May 7, 2019**, to the following individual:

Patrick Ontiveros  
Director of Facilities  
Magnolia Public Schools  
250 East 1<sup>st</sup> Street  
Suite 1500  
Los Angeles, CA 90012  
[pontiveros@magnoliapublicschools.org](mailto:pontiveros@magnoliapublicschools.org)  
(213) 628-3634 x 103

Questions regarding this RFP may be directed to the individual identified above via email.

### Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above and one (1) hard copy must be delivered to the above address no later than two (2) business days thereafter. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

### Interviews:

Interviews will be held at the discretion of MPS and MSA-1. Interviews, if any, are expected to be held on **May 9<sup>th</sup> or 10<sup>th</sup>**. Location and time are to be determined.

Respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

### Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-1.



## 1.1 Timeline

RFP Distributed:	April 24, 2019
Proposals Due:	May 7, 2019
Interviews, if any (exact date and time TBD):	May 9 or 10, 2019
Selection Announced	May 14, 2019
Delivery of FF&E:	On or about July 3, 2019

## 2.0 FF&E DESCRIPTION

A description of the FF&E that is the subject of this RFP is attached as Exhibit B and corresponds to the floor plans attached as Exhibit A. In some instances, links are provided to products that fit the school's needs.

MPS and MSA-1 may issue an addendum to this RFP for additional FF&E.

## 3.0 PROPOSAL FORMAT

The Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

### Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 Cost

The Respondent's proposal should include an overall cost and should also be broken down in detail to provide a cost for each separate piece of FF&E. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc. In order to meet its budget for the purchase of FF&E, MPS reserves the right to accept Respondent's proposal in whole or in part.

### 4.2 Product Information / Cut Sheets

The Respondent's proposal shall include a description of the FF&E proposed to be provided in accordance with the requirements set forth in Exhibit B. Where a Respondent believes there are multiple types of FF&E that may satisfy the requirements stated herein, the Respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

**4.3 Warranty Information**

Provide a description of the warranty provided for the FF&E to be delivered.

**4.4 Financing Availability**

If Respondent provides financing for the purchase of the FF&E, Respondent should provide a description of such financing including but not limited to the terms and conditions of such financing (for example, additional fees, interest rate, amortization schedule).

**4.5 Schedule**

Respondent shall provide an affirmative statement of its ability to deliver the FF&E by the date indicated herein.

**5.0 CONTACT**

Questions to Owner will be accepted via email by the Director of Facilities identified above. Answers to questions will be provided to all participants as available.

**6.0 REQUEST FOR PROPOSAL EXHIBITS**

**Exhibit A:** Floor Plans

**Exhibit B:** FF&E

**7.0 BID ACCEPTANCE/REJECTION**

The Owner reserves the right to reject any or all proposals, or cancel the solicitation process at its sole discretion.

**8.0 PROPOSAL VALIDITY**

RFP responses shall be valid until execution of a contract, which is expected to occur on or about May 2019. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A

Floor Plans



# Exhibit B

## FF&E Schedule by Room

Item	Description	Quantity
Lobby Seating	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359</a>	6
TV	<a href="https://www.staples.com/vizio-d-d60-f3-55-2160p-led-lcd-tv-16-9-4k-uhdtv/product_IM12TM060">https://www.staples.com/vizio-d-d60-f3-55-2160p-led-lcd-tv-16-9-4k-uhdtv/product_IM12TM060</a>	1
Magazine Stand	<a href="https://www.staples.com/Safco-23-Pocket-Steel-Magazine-Rack-Black/product_148302">https://www.staples.com/Safco-23-Pocket-Steel-Magazine-Rack-Black/product_148302</a>	1
Trophy Case	<a href="https://www.schoolspecialty.com/trophy-case-1399724">https://www.schoolspecialty.com/trophy-case-1399724</a>	1
	Navy	
Bulletin Board	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM52960&amp;products_id=PRO71117">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM52960&amp;products_id=PRO71117</a>	1

Item	Description	Quantity
File Cabinet	<a href="https://www.staples.com/Staples-5-Drawer-Letter-Size-Vertical-File-Cabinet-Black-26-5-Inch/product_368568">https://www.staples.com/Staples-5-Drawer-Letter-Size-Vertical-File-Cabinet-Black-26-5-Inch/product_368568</a>	7
Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	3
Cubbies	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM2467/products_id/PRO7686">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM2467/products_id/PRO7686</a>	3
Shelving	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Supply Closet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	2
Office Chairs	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	3

Item	Description	Quantity
Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Office Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
File Cabinet	<a href="https://www.staples.com/Staples-5-Drawer-Letter-Size-Vertical-File-Cabinet-Black-26-5-Inch/product_368568">https://www.staples.com/Staples-5-Drawer-Letter-Size-Vertical-File-Cabinet-Black-26-5-Inch/product_368568</a>	1
Guest Chair	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359</a>	2



Item	Description	Quantity
Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO6464">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO6464</a>	3
Office Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	3
Visitor's Chair	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM3724/products_id/PRO11359</a>	6
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	3

Item	Description	Quantity
Lunch tables		TBD
Trash bins	Rubbermaid Trash Can - Reseda Janitorial	4

Item	Description	Quantity
Chair and Table Set	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM50152/products_id/PRO66771">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM50152/products_id/PRO66771</a>	1
Mailbox	36x72 Graphite Nebula Top, Black Base <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM2472/products_id/PRO7884">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM2472/products_id/PRO7884</a>	1
Refrigerator	<a href="https://www.homedepot.com/p/Whirlpool-20-5-cu-ft-Top-Freezer-Refrigerator-in-Black-WRT311FZDB/205658150">https://www.homedepot.com/p/Whirlpool-20-5-cu-ft-Top-Freezer-Refrigerator-in-Black-WRT311FZDB/205658150</a>	1
Supply Closet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_169399Z">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_169399Z</a>	2

Item	Description	Quantity
Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO6464">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO6464</a>	2
Office Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	2
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase</a>	1

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
Lunch tables		TBD
Trash bins	Rubbermaid Trash Can - Reseda Janitorial Supply	2

Item	Description	Quantity
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Teacher Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

Item	Description	Quantity
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959</a>	1
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

Item	Description	Quantity
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959</a>	1
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	



Item	Description	Quantity
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-chair-black-2005959</a>	1
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

Item	Description	Quantity
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Folding Tables	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103</a>	15
Stackable Chairs	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951</a>	1
	Color: Navy	
Teacher's desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1

Item	Description	Quantity
Teacher's desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Teacher's chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Folding Tables	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103</a>	15
Stackable Chairs	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951</a>	1
Color: Navy		

Item	Description	Quantity
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Teacher's desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Folding Tables	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM53587&amp;products_id=PRO72103</a>	15
Stackable Chairs	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM51423&amp;products_id=PRO68951</a>	1
Filing Cabinet	Color: Navy <a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1

Item	Description	Quantity
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

Item	Description	Quantity
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

Item	Description	Quantity
Lab Table	<a href="https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html">https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_169399Z">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_169399Z</a>	2
Acid Storage	<a href="https://www.finnsnci.com/finnscimatco-stak-a-cab-acid-cabinet/se1460/">https://www.finnsnci.com/finnscimatco-stak-a-cab-acid-cabinet/se1460/</a>	1
Base Storage	<a href="https://www.finnsnci.com/finnscimatco-stak-a-cab-acid-cabinet/se1460/">https://www.finnsnci.com/finnscimatco-stak-a-cab-acid-cabinet/se1460/</a>	1
Flammable Storage	<a href="https://www.finnsnci.com/finnscimatco-stak-a-cab-flammables-cabinet/se1860/">https://www.finnsnci.com/finnscimatco-stak-a-cab-flammables-cabinet/se1860/</a>	1

Item	Description	Quantity
Lab Tables	<a href="https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html">https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html</a>	12
Lab Stools	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM47602/products_id/PRO62865">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM47602/products_id/PRO62865</a>	36
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1



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Lab Tables	<a href="https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html">https://www.hertzfurniture.com/lab-tables--high-pressure-laminate-lab-table-with-book-box--14186--mo.html</a>	12
Lab Stools	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM47602/products_id/PRO62865">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM47602/products_id/PRO62865</a>	36
Teacher's Desk	<a href="https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645">https://www.schooloutfitters.com/catalog/product_info?pfam_id=PFAM48701&amp;products_id=PRO64645</a>	1
Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Filing Cabinet	<a href="https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/">https://www.officedepot.com/a/products/450092/WorkPro-26-12-D-4-Drawer/</a>	1
Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1

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Bookshelf	<a href="https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959">https://www.schoolspecialty.com/furniture/storage/bookcases/lorell-fortress-series-charcoal-bookcase-charcoal-2005959</a>	1
Tables	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM49750/products_id/PRO66185">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM49750/products_id/PRO66185</a>	15
Student Chairs	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM49750/products_id/PRO66185">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM49750/products_id/PRO66185</a>	30
Another Table option	<a href="https://www.schooloutfitters.com/catalog/product_family_info/mPath/MAN680_CAT112/pfam_id/PFAM51821">https://www.schooloutfitters.com/catalog/product_family_info/mPath/MAN680_CAT112/pfam_id/PFAM51821</a>	

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Storage Cabinet	<a href="https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997">https://www.staples.com/Sandusky-Standard-Storage-Cabinet-Black/product_1693997</a>	1
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Student Desks	<a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM21250/products_id/PRO37991</a>	30
Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	

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Teacher's Chair	<a href="https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573">https://www.staples.com/staples-marrett-mesh-and-fabric-task-chair-black-53249/product_24328573</a>	1
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Student Chairs	Solid Plastic Top, White Nebula Desktop Color, Champagne Metallic Frame Color, Bag Hook <a href="https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743">https://www.schooloutfitters.com/catalog/product_info/pfam_id/PFAM1560/products_id/PRO4743</a>	30
	Seat Height 18", Color Sky Blue	



Exhibit C

Form of Contract

AIA Document A151™–2019

(see following pages)

# DRAFT AIA® Document A151™ - 2019

## Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

« »« »  
« »  
« »  
« »

and the Vendor:  
(Name, legal status, address, and other information)

« »« »  
« »  
« »  
« »

for the following Project:  
(Name, location, and detailed description)

«MSA-1 FF&E»  
«18220 Sherman Way»  
« »

The Architect:  
(Name, legal status, address, and other information)

« »« »  
« »  
« »  
« »

The Owner and Vendor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

#### § 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### § 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

## § 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

## § 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

## § 1.6 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 1.10 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

## ARTICLE 2 CONTRACT SUM AND PAYMENTS

### § 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

### § 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
« »	« »

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
« »	« »	« »

§ 2.1.3 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »	« »	« »

§ 2.1.4 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
« »	« »

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

**§ 2.2 Payments**

**§ 2.2.1** The Owner shall make payments to the Vendor in conformance with the following payment terms:  
*(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)*

**§ 2.2.2** When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor’s right to payment.

**§ 2.2.3** Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner’s employees or consultants, that would reasonably appear to compromise the Owner’s employees’ or consultants’ judgment with respect to this Project.

**ARTICLE 3 TIME**

**§ 3.1 Contract Time**

**§ 3.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 3.1.2** Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 3.1.3** If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor’s control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

**§ 3.1.4** If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

**§ 3.2 Date of Commencement**

The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[ <> ] The date of this Agreement.

[ <> ] A date set forth in a notice to proceed issued by the Owner.

[ <> ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.3 Completion**

**§ 3.3.1** Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*



[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

**ARTICLE 4 OWNER**

**§ 4.1 The Owner's Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

*(Name, address, email address, and other information)*

« »  
« »  
« »  
« »  
« »  
« »

**§ 4.2 Information and Services Required of the Owner**

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

**ARTICLE 5 VENDOR**

**§ 5.1 The Vendor's Representative**

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

*(Name, address, email address, and other information)*

« »  
« »  
« »  
« »  
« »  
« »

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

#### § 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

## § 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

## § 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## § 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

## § 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

## § 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and

use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

### **§ 5.11 Submittals**

**§ 5.11.1** The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

**§ 5.11.2** The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

### **§ 5.12 Cleaning Up**

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

### **§ 5.13 Access to Work**

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

### **§ 5.14 Indemnification**

**§ 5.14.1** To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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 or person described in this Section 5.14.1.

**§ 5.14.2** In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 5.14.3** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **ARTICLE 6 TITLE AND RISK OF LOSS**

**§ 6.1** Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

**§ 6.2** The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

## **ARTICLE 7 DELIVERY AND INSTALLATION**

**§ 7.1** The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

## ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

## ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

## ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

## ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

### § 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

### § 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

## ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

**§ 13.12 Other Insurance Provided by the Vendor**

*(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)*



**§ 13.13 Waiver of Subrogation**

**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

**ARTICLE 14 CLAIMS AND DISPUTES****§ 14.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 14.7 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**§ 14.2** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3 Notice of Claims**

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

**§ 14.4 Time Limits on Claims**

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

#### § 14.12 Waiver of Claims for Consequential Damages

The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS**

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

« »

§ 15.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

« »

Section	Title	Date	Pages

§ 15.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date

§ 15.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

*(Check all boxes that apply.)*

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

VENDOR (Signature)

« »« »

(Printed name and title)

