

MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT

**CONTRACT INCORPORATING
TORRANCE UNIFIED SCHOOL DISTRICT
CONTRACT NO. 10-04.09.19
CLASSROOM AND OFFICE FURNITURE
WITH MCDOWELL-CRAIG**

This Contract incorporating the May 6, 2019, Torrance Unified School District (“TUSD”) Contract B10-04.09.19 for Classroom and Office Furniture with McDowell-Craig (“**Contract**”) is entered into on December 14, 2020 by and between the **Mountain View Los Altos High School District** (“**District**”) and **McDowell-Craig** (“**MCDOWELL CRAIG**”). District and McDowell-Craig may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District has a need to purchase Classroom and Office Furniture for operations at Los Altos High School; and

WHEREAS, District wants to purchase Classroom and Office Furniture from MCDOWELL CRAIG in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by TUSD, MCDOWELL CRAIG was awarded and entered into a contract with TUSD, dated on or about May 6, 2019 (“**TUSD-MCDOWELL CRAIG Contract**”), that is a current and valid contract; and

WHEREAS, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the TUSD-MCDOWELL CRAIG Contract is an existing contract between a public agency, TUSD and a vendor, MCDOWELL CRAIG, for the lease or purchase of personal property: classroom and office furniture; and

WHEREAS, the District has determined that it is in its best interests to purchase classroom and office furniture from MCDOWELL CRAIG pursuant to section 20118 of the California Public Contract Code by “piggybacking” on the TUSD-MCDOWELL CRAIG Contract; and

WHEREAS, MCDOWELL CRAIG wants to provide the District with classroom and office furniture and services for the District's use consistent with the terms of the TUSD-MCDOWELL CRAIG Contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:
 - 1.1. The TUSD-MCDOWELL CRAIG Contract, including all of its provisions and documents incorporated therein by reference or operation of law attached hereto as **Attachment A**.
 - 1.2. The Description of the classroom and office furniture to be leased, are identified in the MCDOWELL CRAIG Quotes attached hereto as **Attachment B**.
 - 1.3. The following certifications attached hereto as **Attachment C**:
 - 1.3.1.1. Criminal Background Investigation Certification;
 - 1.3.1.2. Smoke-Free Certification;
 - 1.3.1.3. Drug-Free Workplace Certification;
 - 1.3.1.4. Asbestos & Other Hazardous Materials Certification;
 - 1.3.1.5. Lead-Product(s) Certification;
 - 1.3.1.6. Workers' Compensation Certification; and
 - 1.3.1.7. Iran Contracting Act Certification.
2. To the extent any term or condition of this Contract, is inconsistent with the TUSD-MCDOWELL CRAIG Contract, the TUSD-MCDOWELL CRAIG Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms and conditions of the TUSD-MCDOWELL CRAIG Contract, (except for delivery, payment, venue or jurisdiction provisions), and (ii) the terms and conditions of this Contract.
3. MCDOWELL CRAIG hereby extends to the District identical terms and conditions as those granted under the TUSD-MCDOWELL CRAIG Contract.
4. The Parties hereby acknowledge and agree that MCDOWELL CRAIG shall have and maintain insurance in force during the term of this Contract with minimum limits identified below. MCDOWELL CRAIG shall provide to the District certificate(s) of insurance and endorsements meeting the requirements imposed herein. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. MCDOWELL CRAIG'S policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental, with the exception of the insurance the District is required to carry under the terms and conditions of the TUSD-MCDOWELL CRAIG Contract. MCDOWELL CRAIG shall provide the District certificate(s) of insurance and endorsements at the time MCDOWELL CRAIG executes this Contract.

Comprehensive General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Excess Liability	\$2,000,000

5. The initial total cost for purchasing classroom and office furniture shall be **Three Hundred Eighty-Three Thousand Nine Hundred Fifty-Three and 5/100 Dollars (\$383,953.05)**, as indicated in the attached MCDOWELL CRAIG Quotes (**Attachment B**).
6. The District shall purchase classroom and office furniture according to the MCDOWELL CRAIG Quotes (**Attachment B**).
7. MCDOWELL CRAIG hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and/or authorized in and are consistent with the TUSD- MCDOWELL CRAIG Contract.
8. MCDOWELL CRAIG shall deliver and install fully functioning classroom and office furniture according to the following delivery schedule, (which may be modified from time to time in writing by the Parties):

8.1. June 11, 2021

9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT
 Mountain View Los Altos
 High School District
 1299 Bryant Avenue
 Mountain View, CA 94040
 Attn: Mike Mathiesen

MCDOWELL CRAIG
 McDowell-Craig
 13146 Firestone Blvd.
 Santa Fe Springs, CA 90670
 ATTN: Legal Department

10. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
11. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and MCDOWELL CRAIG. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
12. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
13. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the TUSD-MCDOWELL CRAIG Contract.
14. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
15. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing Board.

16. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and electronic versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2020

Dated: _____, 2020

MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT

MCDOWELL-CRAIG

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

ATTACHMENT A
TUSD-MCDOWELL CRAIG CONTRACT

ATTACHMENT B
MCDOWELL-CRAIG QUOTES

(The TUSD-MCDOWELL CRAIG Contract shall control to the extent any of the items or designations herein are inconsistent therewith.)

ATTACHMENT C

CERTIFICATIONS

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Vendor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Vendor; and (4) that the following is true and correct:

1. **Education Code.** Vendor has taken at least one of the following actions with respect to the Project (check all that apply):

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

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

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

Name: _____
Title: _____

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

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

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

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

SMOKE-FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.: _____ between **Mountain View Los Altos High School District** (the "District" or the "Owner") and _____ (the "Vendor" or the "Bidder") _____, (the "Contract" or the "Project").

This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding smoke-free environments at District sites, including the District's site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the District's site.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: _____ between **Mountain View Los Altos High School District** (the "District" or the "Owner") and _____ (the "Vendor" or "Bidder") _____, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Vendor and its employees will be providing services for the District, and because the Vendor’s work may disturb lead-containing building materials, **VENDOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Vendor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE VENDOR.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between **Mountain View Los Altos High School District** (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT