

## Agreement

**THIS AGREEMENT** is made this 7<sup>th</sup> day of May, 2019, in the City of Torrance, County of Los Angeles, State of California, by and between **Torrance Unified School District**, a California School District, hereinafter called the “District” and **ELB US INC** hereinafter called the “Contractor”, with a principal place of business located at 415 Boulder Court, Suite 500, Pleasanton, CA 94566.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the work required in connection with the service referred to as:

### **BID #10-04.09.19 – CLASSROOM & OFFICE FURNITURE**

Contractor shall perform all work covered by the Contract Documents, including without limitation, the specifications and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.** The Service shall be commenced on the date stated in the District’s Notice to Proceed. The period of the Contract shall be from June 1, 2019, through June 30, 2020, and may be extended yearly by mutual consent through June 30, 2024, and subject to performance reviews made by the District. Annual increases will be based on CPI (not to exceed 3% per year).

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents. The Contract Price is based upon the Contractor’s Bid Proposal. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Contractor’s License.** The Contractor and/or installer shall possess at the time this Contract is awarded as well as through the duration of the Contract a Class B and/or C61 in field D34 Contractor’s license, pursuant to Public Contract Code §3300.

**1.05 Prevailing Wages.** If a District requires prevailing wages due to the scope of a project or believes that the project qualifies for prevailing wages, a separate quote will be issued by the awarded Bidder for the specific manufacturer for labor and installation; and an adjustment in pricing may occur. If a project requires prevailing wage it shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained herein. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and California Code of Regulations, Title 8, Chapter 8, Subchapters 3 – 6 (Section 16000 et seq.)

- 1.06 The Contract Documents.** The Contract Documents consist of all of the bid documents, including certifications, addenda, instructions and this agreement.
- 1.07 Fuel Charge.** Should gas prices in Southern California exceed \$5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of the gasoline falls below \$5.00 a gallon for 10 consecutive days, the rate of the pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.
- 1.08 Steel Charge.** Steel material cost remain volatile globally and if there is a significant escalation in steel cost per Producer Price Index, District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of Steel cost.
- 1.09 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**Torrance Unified School District,**  
a California School District

**ELB US Inc.**

By: \_\_\_\_\_

*Gioconda Padilla*

Gioconda Padilla

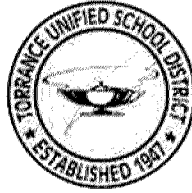
Director, Purchasing & Communication Services

By: \_\_\_\_\_

*Damian Bolton*

Name: DAMIAN BOLTON

Title: PRESIDENT



### **Agenda Item Details**

Meeting	May 06, 2019 - Regular Meeting of the Board of Education
Category	17. ADMINISTRATIVE SERVICES CONSENT ITEMS
Subject	17.8 Approve Award of Bid No. 10-04.09.19 Classroom & Office Furniture
Access	Public
Type	Action
Recommended Action	That approval be given to award Bid No. 10-04.09.19 Classroom & Office Furniture, as presented, and award to multiple vendors, as presented.

### **Public Content**

#### **Summary:**

Board approval is requested to award Bid No. 10-04.09.19 Classroom & Office Furniture, to the vendors listed below, as presented. In accordance with established procedures, staff completed the review of all bid requirements, including but not limited to, manufacturer certifications, licenses, and compliance with Disabled Veteran Business Enterprises (DVBE) requirements. A total of 11 sealed bids were publicly opened on April 9, 2019.

1. CM School Supply
2. Culver-Newlin
3. ELB Education
4. Lakeshore Learning
5. McDowell-Craig
6. MeTEOR Education
7. Office Solutions (Blue Space Interiors)

Additionally, Administration recommends rejecting bids from four vendors that were deemed non-responsive and disqualified pursuant to the terms and conditions of the bid and its addenda: Group Vivo, Office Depot (Work Space), Southwest School & Office Supply, and Virco.

This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652) and may be extended for an additional four years, for a total life of five years from the date of the award date, through May 6, 2024, by mutual consent of the District and the awarded vendor (Education Code 39644). A technology clause is included in the bid, allowing product and component upgrades that meet the general technical requirements of a school district. School districts will also be able to use a catalog discount from the most current manufacturer's catalog.

#### **Financial Impact:**

Funding may be provided from various sources, including, but not limited to, General Fund, Categorical Programs, and Nutrition Services.

#### **Requested By:**

Superintendent  
Deputy Superintendent - Administrative Services  
Director - Purchasing and Communications

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## **Administrative Content**

### **Motion & Voting**

That approval be given to award Bid No. 10-04.09.19 Classroom & Office Furniture, as presented, and award to multiple vendors, as presented.

Motion by Jeremy Gerson, second by Betty Lieu.

Final Resolution: Motion Carries

Aye: Terry Ragins, Don Lee, Betty Lieu, James Han, Jeremy Gerson