

**SUPPLEMENTAL CONTRACT INCORPORATING
UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT/OMNIA PARTNERS, PUBLIC SECTOR MASTER CONTRACT
FOR
OFFICE FURNITURE AND RELATED SERVICES**

This **Supplemental Contract Incorporating the University of California, Office of the President/OMNIA Partners, Public Sector Master Contract for Office Furniture and Related Services** (“**Contract**”) is entered into by and between the Mountain View Whisman School District (“**District**”) and Resource Design Interiors (“**Dealer**”). District and Dealer may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, District has a need for furniture and associated assembly of those free standing pieces (“**Furniture**”) to support its workforce housing project at 777 W. Middlefield Road, Mountain View, CA 94043; and

WHEREAS, District desires to purchase the Furniture and enter into a procurement contract with Dealer for procurement of the Furniture in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by the University of California, Office of the President, as the Principal Procurement Agency and in partnership with OMNIA Partners, to establish a national cooperative purchasing contract (“**UC**”), Herman Miller, Inc. was awarded and entered into the Master Contract No. 2019.001890 (“**Master Contract**”) that is a current and valid contract through April 30, 2027; and

WHEREAS, Herman Miller, Inc. was changed to MillerKnoll, Inc. and the Master Contract was amended on March 10, 2023 to be between UC and MillerKnoll, Inc. (“**Vendor**”) based on the same; and

WHEREAS, Dealer is an authorized seller of Furniture under the Master Contract; and

WHEREAS, Dealer wants to provide the Furniture to the District pursuant to and consistent with the terms of the Master Contract and this Contract; and

WHEREAS, the Master Contract allows for any state and local governmental entity including public and private schools to purchase products and services at prices indicated in the Master Contract and enter into supplemental agreements to further define the materials and products to be provided and the level of service requirements that are specifically being provided; and

WHEREAS, use of the Master Contract is preceded by registration with OMNIA Partners as a participating public agency in OMNIA’s cooperative purchasing program; and

WHEREAS, the District is a participating public agency;

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

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:

1.1. The UC Request for Proposal, Solicitation No. 001218, including without limitation, all provisions, documents and awarded proposal(s) incorporated therein by reference or operation of law, and attached hereto as:

- https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/RFP__001218_Office_Furniture_refresh.pdf
- https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Q__A_CONSOLIDATED.pdf

- 1.2. Master Contract #2019.001890 incorporated herein by reference or operation of law, and as may be further revised and updated during the term of this Contract, and attached hereto as:
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Contract_Herman_Miller_122221.pdf
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Herman_Miller_-_National_Price_Increase_June_2021_Memo.pdf
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Amendment__1.pdf
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Herman_Miller_UC_Memo_Price_List_Increase_013123.pdf
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/MillerKnoll__Amendment_2_Name_Chg_Price_List-Add_Products_MB_031323__002_.pdf
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Amendment__3_-_Renewal.pdf
 - 1.3. Vendor's Response to RFP No. 001218, including all Exhibits referenced therein and attached hereto as:
 - https://www.omniapartners.com/suppliers-files/K-N/MillerKnoll/Contract_Documents/2019.001890/Herman_Miller_UC_Response_to_post_website_01.pdf
 - 1.4. Dealer's quote to the District ("**Quote**"), without any of the Quote's terms or conditions, attached hereto as **Exhibit A**.
2. Dealer hereby extends to the District identical terms and conditions as those granted under the Master Contract as explained, modified and supplemented in this Contract.
 3. **Order of Precedence.** To the extent any term or condition of this Contract is inconsistent with the Master Contract, this Contract shall control, especially with respect to 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 of this Contract, (ii) the terms and conditions of the Master Contract (except for delivery, payment, venue, jurisdiction, insurance and indemnity provisions), (iii) the terms and conditions of the UC RFP (except for delivery, payment, venue, jurisdiction, insurance and indemnity provisions), (iv) Vendor's RFP Response; and (v) Dealer's Quote executed by the Parties for the Furniture.
 4. **California Law.** Dealer shall at all times comply with applicable California Law in performing any service, providing the Furniture and/or satisfying its obligations to the District under this Contract.
 5. **Term.** The Parties agree that the "Term" section of the Master Contract is hereby deleted in its entirety and replaced with the following term: The term of this Contract shall begin on the Effective Date and continue until April 30, 2027. This Contract may be extended by mutual written agreement of the Parties on an annual basis to the extent permissible under the Master Contract and to the extent that the Master Contract is renewed. Either Party may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party.
 6. **Price and Payment.** District agrees to pay, and Dealer agrees to receive, the amount set forth in the Quote for the Furniture ("**Contract Price**"). District agrees to pay Dealer for Furniture received pursuant to this Contract, at the price indicated and as more specifically described in the Quote. District will pay Dealer all undisputed amounts within thirty (30) days after Dealer submits an approved invoice to the District for Furniture actually provided and services rendered (if any). Dealer hereby acknowledges and certifies that that the prices indicated herein and in any invoice are prices indicated and/or authorized pursuant to the Master Contract.

7. **Delivery/Freight.** Dealer shall deliver and assemble the Furniture as indicated in the Quote or as agreed to in writing between the Parties. Unless otherwise indicated the following conditions shall apply to the delivery of the Furniture under this Contract:
- 7.1. The Furniture shall be delivered by Dealer at Dealer's sole expense. Packing slips must accompany all shipments. Dealer shall strictly adhere to the delivery and completion schedules specified in this Contract.
 - 7.2. Time, if stated as a number of days, shall mean calendar days unless otherwise specified.
 - 7.3. The quantities specified in the Quote are the only quantities required, unless otherwise agreed to by the Parties in writing. If Dealer delivers in excess of the quantities specified in the Quote, the District shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Dealer at Dealer's expense or utilize any other rights available to the District at law or in equity.
 - 7.4. The risk of loss or damage to the Furniture shall not pass to the District until the District receives physical possession of the Furniture.
 - 7.5. All line items shall be delivered to the District, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by the District. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
 - 7.6. All prices in the Quote are quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated District site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials, to the extent unpacking occurs, must be removed from the site by Dealer or its agents.
8. **Insurance.** The Parties hereby acknowledge and agree that Dealer shall have and maintain insurance in force during the term of this Contract with minimum limits identified in the Master Contract. Dealer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) calendar 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. Dealer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Dealer shall provide the District certificate(s) of insurance and endorsements at the time Dealer executes this Contract.
9. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Dealer shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "**indemnified parties**") from any and all demands, losses, liabilities, claims, suits, and actions (the "**claims**") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Dealer proposes to defend the District.
10. **Notice.** 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 sent by overnight delivery service addressed as follows:

DISTRICT

Mountain View Whisman School District
 1400 Montecito Avenue
 Mountain View, CA 94043
 ATTN: Chief Business Officer

DEALER

Resource Design Interiors

 ATTN: _____

11. **Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Dealer's and any subcontractor's premises to review and audit, Dealer's compliance with the provisions of this Contract ("**District's Audit Right**"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies,

outside of Dealer's premises, of any and all Contract-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Dealer with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

- 11.1. Dealer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Dealer transacted under this Contract. Dealer shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter.
 - 11.2. Dealer shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Dealer and shall conduct audit(s) during Dealer's normal business hours, unless Dealer otherwise consents.
 - 11.3. Dealer shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.
 - 11.4. Dealer shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Dealer's Contract-related documents, records and information. The District's Audit Right and Dealer's compliance with the same, shall be at no additional cost to the District.
 - 11.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Dealer not in accordance with the provisions of this Contract, Dealer shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
12. **Termination for Non-Appropriation of Funds.** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Contract, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
 13. **Drug-Free / Tobacco Free / Smoke Free Policy.** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants, or contractors are to use drugs on any District site.
 14. **Safety And Security.** Dealer is responsible for maintaining safety in the performance of this Contract. Dealer shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Dealer is responsible for complying with, and the Contract Price includes the costs of complying with, all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety in connection with COVID-19, and/or any similar virus or derivative strain.
 15. **Fingerprinting.** Dealer shall comply with and submit an executed copy of the Fingerprinting/Criminal Background Investigation Certification Form, attached hereto as part of **Exhibit B** and incorporated herein by this reference.
 16. **Release.** Dealer acknowledges that it is voluntarily and freely entering into this Contract and deciding to perform the services and work hereunder may require Dealer to enter upon and into the District's school sites ("**Premises**") and that Dealer's use of the Premises includes the possible exposure to and illness from infectious

disease including, but not limited to, MSRA, influenza and COVID19 (collectively “**Infectious Disease**”). Dealer further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Dealer hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the “**indemnified parties**”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Dealer, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Dealer, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premises for the performance of the services and work required by this Contract.

17. **Conflict of Interest.** Dealer hereby certifies that no employee, officer, agent, consultant, or subcontractor of Dealer has any financial interest or business relationship with the District, District’s staff or any individual member of the District’s governing board; nor does Dealer have any actual knowledge or reason to know that any such District board member(s) or staff will obtain a financial interest or present or anticipated benefit from the agreement contemplated by this Contract that would constitute a conflict of interest under California Public Contract Code section 10365.5; Government Code sections 1090 et seq. or 87100 et seq., pertaining to conflicts of interest in public contracting.

18. **General Terms and Conditions.**

18.1. 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.

18.2. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Dealer. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

18.3. 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.

18.4. 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.

18.5. 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.

18.6. The Parties acknowledge that this Contract is only binding once it is approved by the District’s governing board.

18.7. 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 facsimile versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the latest date indicated below (“**Effective Date**”)

Dated: _____, 2024

Dated: _____, 2024

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

RESOURCE DESIGN INTERIORS

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Dealer:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. To comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

EXHIBIT A
DEALER'S QUOTE



Proposal

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INTERIORS
350 BRANNAN ST FL 1
SAN FRANCISCO, CA 94107-3803
Phone: 415.777.0202
Fax: 415.777.0941
www.rdi-sf.com

Proposal Number	44130
Date	01/17/2025
Customer PO No	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Salesperson	ELAINE IVINS
Project Number	
Terms	50% DEPOSIT NET 10
Page	1 of 15

T MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
 O 1400 MONTECITO AVE
 MOUNTAIN VIEW, CA 94043

ATTN: REBECCA WESTOVER
 RWESTOVER@MVWSD.ORG

S MVWSD Staff Housing Project
 H 777 W MIDDLEFIELD RD BLDG A
 I MOUNTAIN VIEW, CA 94043
 P

T ATTN: JASON CAVE
 O Phone: 650-477-8512
 jason@greystonewest.com

Prepared for : ELAINE IVINS

Group	Quantity	Description	Unit Price	Extended Amount
AMENITY	1.0		37,780.60	37,780.60
Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
4	1.00 Each	MIL12036RE121W DARRAN MILNER 120D X 36W X 29H RECTANGULAR CONFERENCE TABLE CONFERENCE HEIGHT WEF NEO WALNUT ON FLAT CUT OAK WEF NEO WALNUT ON FLAT CUT OAK FLAT-1 FLAT EDGE Mark Line For: TA-02	4,115.20	4,115.20
14	10.00 Each	21043600 VITRA PRE STANDARD SP CHAIR STANDARD SP 18 BASE: PROUVÉ BLÉ VERT (SMOOTH) 12 SEAT AND BACKREST IN PLASTIC: DEEP BLACK 04 GLIDES: HARD GLIDES (STANDARD) 02 PACKAGING: 2 PER BOX (OPTIMIZED/STANDARD) Mark Line For: CH-02	600.00	6,000.00
17	1.00 Each	LATIGO CONSOLE CROFT HOUSE LATIGO CONSOLE DIMENSIONS - 72"L X 16"D X 27"H CASING- 3/16" HR SHEET STEEL CASING FINISH- TINTED STEEL POWDER COAT (UPB-5477) UPRIGHTS- 2 SHELVES- 3 SHELF MATERIAL- CROFT HOUSE, TAN LEATHER HARDWARE- BRASS RIVET Mark Line For: CR-02; Amenity	3,931.25	3,931.25
33	5.00 Each	CI1-TALSID-OB BLUDOT CIRCULA TALL SIDE TABLE	741.33	3,706.65



Proposal

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Proposal Number	44130
Date	01/17/2025
Customer PO No	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Salesperson	ELAINE IVINS
Project Number	
Terms	50% DEPOSIT NET 10
Page	2 of 15

		OBLIVION Mark Line For: TA-03		
34	1.00 Each	CI1-LRGCOFOB BLUDOT CIRCULA LARGE COFFEE TABLE OBLIVION Mark Line For: TA-06	1,594.67	1,594.67
44	4.00 Each	HCAN1--SBP-ZSE-36-125-04 @Can Seating, 1 Seat OPTION: SBP:@soft black powder coated steel OPTION: ZSE:@steelcut-Pr Cat (HAY) 2 OPTION: 36:+steelcut 975 OPTION: 125:@outside canvas-Pr Cat (HAY) 1 OPTION: 04:+outside canvas black Mark Line For: LO-01 ; AMENITY	1,939.71	7,758.84
45	1.00 Each	2165RC--AP--(K2450)-K245014 Joseph Paul D'Urso Swivel Lounge Chair, with return to center mechanism OPTION: AP:BASE- Polished Aluminum OPTION: ~:OPT- Standard OPTION: (K2450):TEX- Prestini (C) OPTION: K245014:COL- Black/White Mark Line For: AMENITY	2,285.70	2,285.70
46	1.00 Each	QLT2A--TG-21 @Quilton Sofa,2.5 seater sofa, w/ arms OPTION: TG:@divina melange-Pr Cat (HAY) 3 OPTION: 21:+divina melange 471 Mark Line For: SO-01 ; AMENITY	4,449.99	4,449.99
47	4.00 Each	MFIBSTWODCF--OAK-WHIT Fiber Counter Stool, 25-1/2", Wood Base, Fiber Shell OPTION: OAK:BASE- Oak OPTION: WHIT:SHELL- White Mark Line For: ST-01 ; AMENITY	416.57	1,666.28
48	2.00 Each	PLCTR2829--ANP @Palissade Cone Table, Round,27.56" dia x 29.13" h OPTION: ANP:@anthracite powder coated steel Mark Line For: TA-01 ; AMENITY	505.02	1,010.04
49	3.00 Each	SLTO1911--MRP +Slit Table Oblong,oblong,19.41" l x 10.83" w x 13.98" h OPTION: MRP:+mirror polished steel Mark Line For: TA-03	420.66	1,261.98



Proposal

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Proposal Number	44130
Date	01/17/2025
Customer PO No	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Salesperson	ELAINE IVINS
Project Number	
Terms	50% DEPOSIT NET 10
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		; AMENITY		
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Group	Quantity	Description	Unit Price	Extended Amount
AMENITY SEATING	4.0		1,616.39	6,465.54

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	4.00 Each	RAND-MBL-0100-COM HERE NOW RANDAL MOBILE LOUNGE W/ BLACK NYLON CASTERS COM YARDAGE: 4.5 YARDS 25.5" DIAM X 28" H - 18" SEAT HEIGHT Mark Line For: CH-01; Amenity A104	1,366.67	5,466.68
2	18.00 Yards	472-023 MAYER FABRICS; Haven, Fern 472-023	51.27	922.86
3	1.00 Lot	FRT MAYER FABRIC FREIGHT	76.00	76.00

Group	Quantity	Description	Unit Price	Extended Amount
CO-WORKING	1.0		32,314.54	32,314.54

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
50	4.00 Each	MFIBSOFASWGTU--BLCK-(M153)-M153454 Fiber Soft Armchair, Swivel Base with Castors, Gas Lift, and Tilt, Upholstered Shell OPTION: BLCK:FINISH- Black OPTION: (M153):FABRIC- Canvas (B) OPTION: M153454:COL- 454 Mark Line For: CH-02A ; CO-WORKING	1,289.75	5,159.00
51	6.00 Each	MFIBSOFASWGTU--BLCK-(M153)-M153446 Fiber Soft Armchair, Swivel Base with Castors, Gas Lift, and Tilt, Upholstered Shell OPTION: BLCK:FINISH- Black OPTION: (M153):FABRIC- Canvas (B) OPTION: M153446:COL- 446 Mark Line For: CH-02B ; CO-WORKING	1,289.75	7,738.50
52	2.00 Each	MFIBSOFASWGTU--BLCK-(M153)-M153836 Fiber Soft Armchair, Swivel Base with Castors, Gas Lift, and Tilt, Upholstered Shell OPTION: BLCK:FINISH- Black OPTION: (M153):FABRIC- Canvas (B) OPTION: M153836:COL- 836	1,289.75	2,579.50



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Proposal Number	44130
Date	01/17/2025
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Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
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Project Number	
Terms	50% DEPOSIT NET 10
Page	4 of 15

		Mark Line For: CH-02C ; CO-WORKING		
53	2.00 Each	MSSTC2PC--WHIT Stacked Storage Clips, Set of 2 OPTION: WHIT:FINISH- White Mark Line For: CR-02 ; CO-WORKING	32.34	64.68
54	1.00 Each	MSSTMLD--GREY Stacked Storage Module, Large With Door OPTION: GREY:FINISH- Grey Mark Line For: CR-02 ; CO-WORKING	346.50	346.50
55	2.00 Each	MSSTMLNPD--GREY Stacked Storage Module, Long Podium OPTION: GREY:FINISH- Grey Mark Line For: CR-02 ; CO-WORKING	257.95	515.90
56	2.00 Each	MSSTMLNTP--OAK Stacked Storage Module, Long Top Plate OPTION: OAK:FINISH- Oak Mark Line For: CR-02 ; CO-WORKING	257.95	515.90
57	1.00 Each	MSSTMLO--OAK Stacked Storage Module, Large-Open OPTION: OAK:FINISH- Oak Mark Line For: CR-02 ; CO-WORKING	254.87	254.87
58	3.00 Each	MSSTMMB--OAK Stacked Storage Module, Medium-Backboard OPTION: OAK:FINISH- Oak Mark Line For: CR-02 ; CO-WORKING	254.87	764.61
59	3.00 Each	MSSTMMD--GREY Stacked Storage Module, Medium-with Door OPTION: GREY:FINISH- Grey Mark Line For: CR-02 ; CO-WORKING	262.57	787.71
60	2.00 Each	MSSTMMO--OAK Stacked Storage Module, Medium-Open OPTION: OAK:FINISH- Oak Mark Line For: CR-02 ; CO-WORKING	222.53	445.06
61	4.00	MSSTMSLF--GREY	109.34	437.36



Proposal

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Proposal Number	44130
Date	01/17/2025
Customer PO No	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Salesperson	ELAINE IVINS
Project Number	
Terms	50% DEPOSIT NET 10
Page	5 of 15

	Each	Stacked Storage Module, Shelf OPTION: GREY:FINISH- Grey Mark Line For: CR-02 ; CO-WORKING		
62	2.00 Each	MSSTMSO--OAK Stacked Storage Module, Small-Open OPTION: OAK:FINISH- Oak Mark Line For: CR-02 ; CO-WORKING	174.02	348.04
63	2.00 Each	MG101--NFR-3SY-11 @Wilkes Modular Sofa Group,chair OPTION: NFR:@not fire retardant OPTION: 3SY:@sync-Pr Cat 4 OPTION: 11:+sync dark carbon Mark Line For: LO-01 ; CO-WORKING	1,548.12	3,096.24
64	1.00 Each	MG103--NFR-3SY-11 @Wilkes Modular Sofa Group,three-seat sofa OPTION: NFR:@not fire retardant OPTION: 3SY:@sync-Pr Cat 4 OPTION: 11:+sync dark carbon Mark Line For: SO-01 ; CO-WORKING	2,927.52	2,927.52
65	1.00 Each	PLCTR2829--ANP @Palissade Cone Table, Round,27.56" dia x 29.13" h OPTION: ANP:@anthracite powder coated steel Mark Line For: TA-01 ; CO-WORKING	505.02	505.02
66	1.00 Each	MBTO36290N--BLCK-BLCK-PLY Base Table with Round Top, 35-1/2W x 28-3/4H, Linoleum Top, without Casters OPTION: BLCK:FRAME- Black OPTION: BLCK:TOP- Black OPTION: PLY:EDGE- Plywood Mark Line For: TA-02 ; CO-WORKING	1,332.87	1,332.87
67	1.00 Each	MBTR9936290N--BLCK-BLCK-PLY Base Table with Rectangular Top, 98-1/2W x 35-1/2D x 28-3/4H, Linoleum Top, without Casters OPTION: BLCK:FRAME- Black OPTION: BLCK:TOP- Black OPTION: PLY:EDGE- Plywood Mark Line For: TA-03 ; CO-WORKING	2,340.80	2,340.80



Proposal

rdi | RESOURCE DESIGN
INTERIORS
 350 BRANNAN ST FL 1
SAN FRANCISCO, CA 94107-3803
 Phone: 415.777.0202
 Fax: 415.777.0941
 www.rdi-sf.com

Proposal Number	44130
Date	01/17/2025
Customer PO No	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Salesperson	ELAINE IVINS
Project Number	
Terms	50% DEPOSIT NET 10
Page	6 of 15

68	3.00 Each	MRELST29--SOAK-OWHT Relate Side Table, 29H OPTION: SOAK:TOP- Solid Oak OPTION: OWHT:BASE- Off-White Mark Line For: TA-04 ; CO-WORKING	513.59	1,540.77
69	1.00 Each	MARYCT472616N--BLCK Airy Coffee Table, Large, 47-1/4W x 25-1/2D x 16-1/4H, Nanolaminate Top OPTION: BLCK:FINISH- Black Mark Line For: TA-05 ; CO-WORKING	613.69	613.69

Group	Quantity	Description	Unit Price	Extended Amount
CRAFT ROOM	1.0		5,383.76	5,383.76

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
6	2.00 Each	H-10528 ULINE LAB WORKBENCH WITHOUT BOTTOM SHELF - 72 X 36", PHENOLIC TOP INCLUDES: 2 EA H-7631-FRAME PACKING STATION STARTER TABLE - 72 X 36" 2 EA H-10528-TOP REPLACEMENT LAB WORKBENCH TOP - 72 X 36", PHENOLIC Mark Line For: TA-01; Floor 2,3,Roof	1,153.33	2,306.66
7	2.00 Each	H-9639 ULINE LAB WORKBENCH WITHOUT BOTTOM SHELF - 72 X 30", PHENOLIC TOP INCLUDES: 2 EA H-9009 PACKING STATION FRAME - 72 X 30" 2 EA H-9639-TOP REPLACEMENT LAB WORKBENCH TOP - 72 X 30", PHENOLIC Mark Line For: TA-02; Floor 2,3,Roof	993.33	1,986.66
9	8.00 Each	NOR-TY-538-30-GA SCHOOL OUTFITTERS METAL LAB STOOL GREEN APPLE - FIXED HEIGHT (30" H) Mark Line For: ST-01; Floor 2,3,Roof	100.45	803.60
10	4.00 Each	NOR-TY-538-24-BB SCHOOL OUTFITTERS METAL LAB STOOL BRILLIANT BLUE - FIXED HEIGHT (24" H) Mark Line For: ST-02; Floor 2,3,Roof	71.71	286.84



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Group	Quantity	Description	Unit Price	Extended Amount
LEASING & MAINTENANC	1.0		11,864.41	11,864.41

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
15	4.00 Each	44003500 VITRA PAN PANTON CHAIR (NEW HEIGHT) PANTON CHAIR (NEW HEIGHT) POLYPROPYLENE 12 COLOR: DEEP BLACK KA PACKAGING: OPTIMIZED BOX (STANDARD) Mark Line For: CH-03	336.67	1,346.68
23	3.00 Each	1033 BK2 F/E3 AR6 FG2 CS6 CH1 B17 MC24 FC1 AL1 LA5 KD SITONIT NOVO HIGHBACK MESH TASK CHAIR SIZE: HIGHBACK FRAME COLOR: BLACK MESH COLOR: ELECTRIC BLUE LUMBAR COLOR: BLACK LUMBAR LUMBAR ACCENT COLOR: ELECTRIC BLUE CAL 133: NO CAL 133 TEXTILE: GRADE 2; SITONIT; CUE; ELECTRIC BLUE ARM STYLE: MULTI-ADJUSTABLE (HEIGHT/WIDTH) MECHANISM: STANDARD SYNCHRO WITH SEAT DEPTH ADJUSTMENT CYLINDER HEIGHT: STANDARD CYLINDER BASE COLOR: BLACK NYLON CASTERS: HARD FLOOR AND CARPET CASTERS PACKAGING: KNOCKED DOWN Mark Line For: CH-01	514.67	1,544.01
24	3.00 Each	POWER CORD POWER CORD Mark Line For: DSK-01	33.33	99.99
25	3.00 Each	ST5823-B3-SW811SD WORKRITE LAMINATE SURFACE 58"Wx23"D LAMINATE: WHITE SW811SD Mark Line For: DSK-01	157.96	473.88
26	3.00 Each	ES-GLIDE WORKRITE ES-GLIDE Mark Line For: DSK-01	7.48	22.44
27	3.00	AS4EX-54-72-F30-PS-B	436.24	1,308.72



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	Each	WORKRITE ASCENT EX 2LEG HEIGHT ADJUSTABLE TABLE BASE PROGRAMMABLE SWITCH FINISH: BLACK Mark Line For: DSK-01		
28	3.00 Each	ADP-TR2P1UA1UC9B-W WORKRITE POWERED USB-C DATA SUPPLY Mark Line For: DSK-01	96.80	290.40
29	3.00 Each	ACC-MODPNL-53-B-SW811SD WORKRITE LAMINATE MODESTY PANEL LAMINATE: WHITE Mark Line For: DSK-01	120.12	360.36
30	3.00 Each	ACC-MODMNTKIT-B WORKRITE LAMINATED MODESTY PANEL MOUNT KIT FINISH: BLACK Mark Line For: DSK-01	21.56	64.68
77	1.00 Each	KSPEC4 Set of 4 Cores/Keys (Black) Mark Line For: ST-01 ; LEASING & MAINTENANCE	0.00	0.00
78	1.00 Each	2BSC53836LS--(CORETX)-98T-(NA)-111-S-NS2-KA Series 2 Cabinet, Template Pull, Hinged Doors, 36Wx38Hx20D, with Lock, Steel Front OPTION: (CORETX):Textured Core Paints OPTION: 98T:PAINT- Studio White (CP) (Textured) OPTION: (NA):Not Applicable (Front Finish Type) OPTION: 111:PULL- Jet Black OPTION: S:Standard Hinge OPTION: NS2:38in high, 2 Shelves OPTION: KA:LOCK- Keyed alike Mark Line For: LEASING & MAINTENANCE	981.54	981.54
79	3.00 Each	2BSF53936CCCSL--(CORETX)-...-(NA)-111-CB-1R-KA Series 2 Lateral File, Template Pull, 39Hx36Wx20D, 3 File Drawers, with Lock, Steel Front OPTION: (CORETX):Textured Core Paints OPTION: ...:Skipped Option OPTION: (NA):Not Applicable (Front Finish Type) OPTION: 111:PULL- Jet Black OPTION: CB:Counterweight OPTION: 1R:Front-to-Back Filing Rail OPTION: KA:LOCK- Keyed alike	1,207.71	3,623.13



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		Mark Line For: LEASING & MAINTENANCE		
80	2.00 Each	2DSFT57220L--98-98 Series 2 File Top, 72Wx20D, Dividends Horizon Worksurface Thickness OPTION: 98:LAM- Studio White (CP) OPTION: 98:LAM- Studio White (CP) Mark Line For: LEASING & MAINTENANCE	225.54	451.08
81	3.00 Each	KSPEC1 Set of 1 Cores/Keys (Black) Mark Line For: ST-02 ; LEASING & MAINTENANCE	0.00	0.00
82	3.00 Each	2DSA5906 Series 2 Pedestal Utility Tray Mark Line For: LEASING & MAINTENANCE	18.90	56.70
83	3.00 Each	2BSPM520BFNLS--(CORETX)-98T-(NA)-111-SB-NN-KA Series 2 Mobile Pedestal, Template Pull, 15Wx20D, Box/File, No Handle, Locking, Steel Front OPTION: (CORETX):Textured Core Paints OPTION: 98T:PAINT- Studio White (CP) (Textured) OPTION: (NA):Not Applicable (Front Finish Type) OPTION: 111:PULL- Jet Black OPTION: SB:Full Extension Drawer Slides OPTION: NN:None OPTION: KA:LOCK- Keyed alike Mark Line For: LEASING & MAINTENANCE	413.60	1,240.80

Group	Quantity	Description	Unit Price	Extended Amount
LEASING LOUNGE	1.0		18,000.62	18,000.62

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
22	2.00 Each	100482021 DWR CAN SINGLE SEATER - OLAVI BY HAY 03 BLACK / WHITE SPECKLE BLACK / BLACK Mark Line For: LO-01; AMENITY	1,990.13	3,980.26
35	1.00 Each	CI1-LRGCOFOB BLUBOT CIRCULA LARGE COFFEE TABLE OBLIVION Mark Line For: TA-05	1,594.67	1,594.67
42	1.00 Each	LATIGO CONSOLE CROFT HOUSE LATIGO CONSOLE DIMENSIONS - 72"L X 16"D X 27"H	3,931.25	3,931.25



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		CASING- 3/16" HR SHEET STEEL CASING FINISH- TINTED STEEL POWDER COAT (UPB-5477) UPRIGHTS- 2 SHELVES- 3 SHELF MATERIAL- CROFT HOUSE, TAN LEATHER HARDWARE- BRASS RIVET Mark Line For: CR-02; Amenity		
70	1.00 Each	MCONAML--(M156)-M156753 Connect Modular Sofa, Left Armrest (A) OPTION: (M156):FABRIC- Remix (A) OPTION: M156753:COL- 753 Mark Line For: SO-01 A ; ENTRY LOBBY	1,774.85	1,774.85
71	1.00 Each	MCONAMR--(M156)-M156753 Connect Modular Sofa, Right Armrest (B) OPTION: (M156):FABRIC- Remix (A) OPTION: M156753:COL- 753 Mark Line For: SO-01 B ; ENTRY LOBBY	1,774.85	1,774.85
72	1.00 Each	MCONOML--(M156)-M156753 Connect Modular Sofa, Left Open-Ended (F) OPTION: (M156):FABRIC- Remix (A) OPTION: M156753:COL- 753 Mark Line For: SO-01 F ; ENTRY LOBBY	1,774.85	1,774.85
73	1.00 Each	MCONOMR--(M156)-M156753 Connect Modular Sofa, Right Open-Ended (G) OPTION: (M156):FABRIC- Remix (A) OPTION: M156753:COL- 753 Mark Line For: SO-01 G ; ENTRY LOBBY	1,774.85	1,774.85
74	1.00 Each	MRELST29--BUGY-BUGY Relate Side Table, 29H OPTION: BUGY:TOP- Blue-Grey OPTION: BUGY:BASE- Blue-Grey Mark Line For: TA-01 ; ENTRY LOBBY	472.78	472.78
75	1.00 Each	SLTO1911--MRP +Slit Table Oblong,oblong,19.41" l x 10.83" w x 13.98" h OPTION: MRP:+mirror polished steel Mark Line For: TA-03 ; ENTRY LOBBY	420.66	420.66
76	2.00	SLTWRH1418--BWL	250.80	501.60



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	Each	@Slit Table Wood, Round High,round, h,13.78" dia x 18.5" h OPTION: BWL:@blue lacquered wood Mark Line For: TA-06 ; ENTRY LOBBY		
Group	Quantity	Description	Unit Price	Extended Amount
OUTDOOR	1.0		22,117.62	22,117.62
Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
19	2.00 Each	100152593 DWR EOS COFFEE TABLE - BLACK Mark Line For: OTA-01	836.00	1,672.00
20	8.00 Each	703215 DWR EOS LOUNGE CHAIR - BLACK Mark Line For: OLO-01	556.00	4,448.00
38	8.00 Each	DZ1-DECCHRMU BLUDOT DECADE CHAIR MUSTARD Mark Line For: OCH-01	160.00	1,280.00
39	8.00 Each	DZ1-DECCHRTM BLUDOT DECADE CHAIR TOMATO Mark Line For: OCH-02	160.00	1,280.00
40	3.00 Each	CI1-LWSIDE-OL BLUDOT CIRCULA LOW SIDE TABLE DARK OLIVE Mark Line For: OTA-02	2,224.00	6,672.00
43	8.00 Each	CT-382-GING/PANTONE 118C INDUSTRY WEST GEO LOUNGE CHAIR - SOLD IN QUANTITIES OF 4 COLOR: GINGER Mark Line For: OCH-02; Floor 2,3,Roof	186.67	1,493.36
84	2.00 Each	PLCTR3629--ANP @Palissade Cone Table, Round,35.5" dia x 29.13" h OPTION: ANP:@anthracite powder coated steel Mark Line For: OTA-03 ; OUTDOOR AREA-1	674.88	1,349.76
85	1.00	MLINST8635--DKGN	1,737.12	1,737.12



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	Each	Linear Steel Table, 86-1/2W x 35-1/2D x 29H OPTION: DKG:FINISH- Dark Green Mark Line For: OTA-04 ; OUTDOOR AREA-1		
86	2.00 Each	PLCTR2829--ANP @Palissade Cone Table, Round,27.56" dia x 29.13" h OPTION: ANP:@anthracite powder coated steel Mark Line For: OTA-05 ; OUTDOOR AREA-1	505.02	1,010.04
87	2.00 Each	PLCN--RNP-SDG @Palissade Chair without Arms OPTION: RNP:@iron red powder coated steel OPTION: SDG:@standard glides Mark Line For: CH-04 ; OUTDOOR AREA-2	335.16	670.32
88	1.00 Each	PLCTR2829--RNP @Palissade Cone Table, Round,27.56" dia x 29.13" h OPTION: RNP:@iron red powder coated steel Mark Line For: OTA-05 ; OUTDOOR AREA-2	505.02	505.02

Group	Quantity	Description	Unit Price	Extended Amount
ROOF DECK	1.0		6,185.35	6,185.35

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
12	4.00 Each	CT-382-GING/PANTONE 118C INDUSTRY WEST GEO LOUNGE CHAIR - SOLD IN QUANTITIES OF 4 COLOR: GINGER Mark Line For: OCH-02; Floor 2,3,Roof	186.67	746.68
36	1.00 Each	CI1-LRGCOFOB BLUDOT CIRCULA LARGE COFFEE TABLE OBLIVION Mark Line For: TA-04	1,594.67	1,594.67
37	4.00 Each	CI1-LOWCKTOL BLUDOT CIRCULA LOW COCKTAIL TABLE DARK OLIVE	373.33	1,493.32
89	4.00 Each	PLCN--RNP-SDG @Palissade Chair without Arms OPTION: RNP:@iron red powder coated steel OPTION: SDG:@standard glides	335.16	1,340.64



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		Mark Line For: CH-04 ; ROOF DECK		
90	2.00 Each	PLCTR2829--RNP @Palissade Cone Table, Round,27.56" dia x 29.13" h OPTION: RNP:@iron red powder coated steel Mark Line For: TA-07 ; ROOF DECK	505.02	1,010.04

Individual Items				19,627.13
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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
5	1.00 Lot	FRT ESTIMATED HERE NOW FREIGHT	1,633.33	1,633.33
8	1.00 Lot	FRT ESTIMATED ULINE FREIGHT	130.87	130.87
11	1.00 Lot	FRT ESTIMATED SCHOOL OUTFITTERS FREIGHT	370.69	370.69
13	1.00 Lot	FRT ESTIMATED INDUSTRY WEST FREIGHT	280.00	280.00
16	1.00 Lot	FRT ESTIMATED VITRA FREIGHT	1,028.53	1,028.53
18	1.00 Lot	FRT ESTIMATED CROFT HOUSE FREIGHT	475.00	475.00
21	1.00 Lot	FRT ESTIMATED DWR FREIGHT	1,943.20	1,943.20
31	1.00 Lot	FEE WORKRITE WORKSURFACE PACKAGING FEE	179.98	179.98
32	1.00 Lot	FRT ESTIMATED WORKRITE FREIGHT	118.77	118.77
41	1.00 Lot	FRT ESTIMATED BLUDOT FREIGHT	2,045.33	2,045.33
91	1.00 Lot	LABOR RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS IN ONE PHASE AMENITY: (4) CH-01 LOUNGE CHAIRS, (2) TA-01 27" DIAMETER TABLES, (1) TA-02 120"X36" TABLE, (10) CH-02 CHAIRS, (4) ST-01 COUNTER HEIGHT STOOLS, (1) SO-01 SOFA, (4) LO-01 LOUNGE CHAIRS, (5) TA-03 SIDE TABLES, (1) TA-06 LARGE COFFEE TABLE, (1) CR-02 CREDENZA, (1) LO-02 LOUNGE CHAIR	11,421.43	11,421.43



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		OUTDOOR: (2) OTA-01 COFFEE TABLES, (8) OLO-01 LOUNGE CHAIRS, (2) OTA-03 SIDE TABLES, (1) OTA-04 86X35 TABLE, (8) OCH-01 CAFE CHAIRS, (8) OCH-02 CAFE CHAIRS, (8) OLO-02 LOUNGE CHAIRS, (3) OTA-02 LOW COCKTAIL TABLES, (6) CH-04 SIDE CHAIRS, (3) OTA-05 27" SIDE TABLES LEASING COUNTS: (3) DSK-01 WORKRITE HEIGHT ADJUSTABLE TABLES WITH MODESTY PANELS, (3) CH-01 TASK CHAIRS, (4) CH-03 CHAIRS, (4) ST-01 COMBO LATERAL FILE UNITS & HD STORAGE, (3) ST-02 MOBILE BF PEDESTALS, (1) TA-01 RELATE TABLE, (2) LO-01 LOUNGE CHAIRS, (2) SO-01 ALT SOFAS, (1) CR-03 CREDENZA, (1) TA-05 LARGE COFFEE TABLE, (2) TA-06 SIDE TABLES, (1) TA-03 SIDE TABLE FLOOR 2, 3 & ROOF TOP: (2) TA-01 WORK TABLES, (2) TA-02 WORK TABLES, (8) ST-01 LAB STOOLS, (4) ST-01.B LAB STOOLS, (1) TA-02 35" DIAMETER TABLE, (1) TA-03 98W TABLE, (1) TA-05 COFFEE TABLE, (1) CR-02 MUUTO STACK UNIT, (4) CH-02A FIBER CHAIRS, (6) CH-02B FIBER CHAIRS, (2) CH.02.C FIBER CHAIRS, (1) TA-01 CONE TABLE, (2) LO-01 LOUNGE CHAIRS, (1) SO-01 3-SEAT SOFA, (3) TA-04 RELATE TABLES, (4) OCH-02 LOUNGE CHAIRS, (1) TA-04 ROUND TABLE, (4) TA-06 LOW COCKTAIL TABLES, (2) TA-07 SIDE TABLES, (4) CH-04 SIDE CHAIRS WOULD PLAN TO COMPLETE INSTALL IN 2-3 DAYS. (1) PUNCH TRIP INCLUDED		
92	20.00 Hours	PROJECT MANAGEMENT - INSTALLATION	0.00	0.00

Order Sub-Total :	\$159,739.57
9.1250%-MOUNTAIN VIEW-94043-3302-SANTA CLARA SALES TAX :	14,576.26
TOTAL ORDER :	\$174,315.83
Required Deposit 50.0% :	\$87,157.92

Pricing quoted is good for 10 days.
 A finance charge of 1-1/2% per month which is an annual percentage rate of 18% will be charged on overdue invoices.

Acceptance of attached Terms and Conditions and order placement:

Signature: _____ Title: _____ Date: _____

EXHIBIT B
FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Dealer, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Dealer; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Dealer has taken at least one of the following actions (check all that apply):

All Workers Fingerprinted. The Dealer has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Dealer's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Dealer shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Dealer's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Dealer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Dealer 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 Dealer's employees and its subcontractors' employees is:

Name: _____ **Title:** _____

Unoccupied Site. 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 Dealer that will be on the Project site and the employees of the subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Dealer'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 Dealer.

Date: _____

Proper Name of Dealer: _____

Signature: _____

Print Name: _____

Title: _____