**Amendment # 0** **Contract # C19-094**

# DAVIS SCHOOL DISTRICT CONTRACT

**1. CONTRACTING PARTIES:** This contract is between the following school/department of the Davis School District

PURCHASING DEPT (School/Department Name) 30 (Location Code) referred to as DISTRICT, and the following

**CONTRACTOR:** VIRCO INC (Name)

2027 HARPERS WAY / (Address)

TORRANCE CA 90501 (City / State / Zip)

MARK VAN LEEUWEN 800-448-4726 (Contact Person / Telephone)

**LEGAL STATUS OF CONTRACTOR**

- [ ] SOLE PROPRIETOR
- [ ] NON-PROFIT CORPORATION
- [x] FOR-PROFIT CORPORATION
- [ ] PARTNERSHIP
- [ ] GOVERNMENT AGENCY

33-0815719 Federal Tax Id

1738 Vendor Id

**2. GENERAL PURPOSE OF CONTRACT:**

ALL SCHOOL FURNITURE, CLASSROOM AND OFFICE FURNITURE AS ORDERED BY AUTHORIZED DISTRICT PERSONNEL

**3. PROCUREMENT:** This contract is entered into as a result of the procurement process on Bid # JT1921, Reference # _____, FY 2019, or the attached pre-approved sole source.

**4. CONTRACT PERIOD:** Effective Date: 17-DEC-2018. Termination date: 31-DEC-2019, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) THERE ARE FOUR - ONE YEAR RENEWAL OPTIONS AVAILABLE ON THIS CONTRACT.

**5. CONTRACT COSTS:** Contractor will be paid a maximum of $ 1,000,000.00 for costs authorized by this contract.

**6. ATTACHMENT A:** Davis School District's Standard Contract Terms and Conditions.
**ATTACHMENT B:** Scope of Work.
**ATTACHMENT C:** Davis School District's Special Contract Terms and Conditions.
**ATTACHMENT D:** PARTICIPATING ADDENDUM

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

**7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # JT1921 dated 25-OCT-2018.

**IN WITNESS WHEREOF**, the parties sign and cause this contract to be executed.

**CONTRACTOR**

DocuSigned by: Andrea Simms
C3C035B9658A48F...
**Contractor's Signature** — **Date** 12/18/2018

Andrea Simms
**Contractor's Name**

Sales Service Manager
**Title**

**DAVIS SCHOOL DISTRICT**

District Wide Contract
**School/Department Signature** — **Date**

DocuSigned by: Tim Leffel
47F46335FAA7417...
**Business Administrator** — **Date** 12/19/2018

DocuSigned by: Lori Peterson
883571309ECG47E...
**Purchasing Department** — **Date** 12/19/2018

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# ATTACHMENT A
# DAVIS SCHOOL DISTRICT
# STANDARD CONTRACT TERMS AND CONDITIONS

**1. AUTHORITY:**
Provisions of this contract are pursuant to the authority set forth in Utah Code Title 63G, Chapter 6a Utah Procurement Code; as amended, Utah Administrative Code R33. Administrative Services, Purchasing and General Services; and/or Davis School District Policy 6F-103 Purchasing; and related statutes which govern DISTRICT's purchase of goods and services.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:**
Provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this contract or breach thereof. Venue shall be in Farmington City, in the Second Judicial Court for Davis County.

**3. LAWS AND REGULATIONS:**
CONTRACTOR and any and all supplies, services and equipment furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including licensure and certification requirements.

**4. RECORDS ADMINISTRATION:**
CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all records to this contract for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT:**
The Status Verification System, also referred to as "E- Verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multiple Stage Bid.

**5.1. STATUS VERIFICATION SYSTEM:**
1. CONTRACTOR's certification each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named CONTRACTOR has registered and is participating in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302.
2. CONTRACTOR shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. DISTRICT will not consider a proposal for award, nor make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA § 63G-12-302.

**5.2. INDEMNITY CLAUSE FOR STATUS VERIFICATION SYSTEM:**
1. CONTRACTOR (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, DISTRICT and its officers, employees, agents, representatives and anyone the DISTRICT may be liable to, against any claim, damages or liability arising out of or resulting from violations of Section 5 of this Contract whether violated by employees, agents, or contractors of the following: 1) CONTRACTOR; 2) Subcontractor at any tier; and/or 3) any entity or person for whom the CONTRACTOR or Subcontractor may be liable.
2. Notwithstanding Section 5.2.1. above, Design Professionals or Designers under direct contract with DISTRICT shall only be required to indemnify DISTRICT for a liability claim that arises out of the Design Professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the DISTRICT in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

**6. CONFLICT OF INTEREST:**
CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with UCA. § 67-16-8.

**7. CONTRACTOR, AN INDEPENDENT CONTRACTOR:**
CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind DISTRICT to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to CONTRACTOR by DISTRICT. CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from DISTRICT for these contract services. Persons employed by DISTRICT and acting under the direction of DISTRICT shall not be deemed to be employees or agents of CONTRACTOR.

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**8. INDEMNITY CLAUSE:**
CONTRACTOR agrees to indemnify, save harmless, and release DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of CONTRACTOR's officers, agents, volunteers, or employees, but not for claims arising from DISTRICT's sole negligence. The parties agree that if there are any Limitations of CONTRACTOR's Liability, including a limitation of liability for anyone for whom CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

**9. EMPLOYMENT PRACTICES CLAUSE:**
CONTRACTOR agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 32A, Chapter 5, UCA., 1953, and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. CONTRACTOR must include this provision in every subcontract or purchase order relating to purchases by the District to ensure that the subcontractors and vendors are bound by this provision.

**10. SEPARABILITY CLAUSE:**
A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

**11. RENEGOTIATION OR MODIFICATIONS:**
This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

**12. DEBARMENT:**
CONTRACTOR certifies that neither it nor its principals are presently nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. CONTRACTOR must notify the District Director of Purchasing within 30 days if debarred by any governmental entity during the contract period.

**13. TERMINATION:**
Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, for cause by either party, in advance of the specified termination date, upon written notice being given the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**14. NON-APPROPRIATION OF FUNDS:**
CONTRACTOR acknowledges that DISTRICT cannot contract for the payment of funds not yet appropriated by the Utah State Legislature, Utah State Board of Education or Board of Education of Davis School District (BOARD). If the DISTRICT becomes subjected to a legislative change, revocation of statuary authority, lack of appropriated funds or availability of funds which would render CONTRACTOR's delivery or performance under the contract impossible, or unnecessary, this contract will be terminated, either in whole or in part. If funding to DISTRICT is reduced due to an order by the Legislature or Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or "give-back" of funds required for DISTRICT to continue payments, or if the BOARD mandates any cuts or holdbacks in spending, DISTRICT may terminate this contract or proportionately reduce the services and purchases of obligations and the amount due from DISTRICT upon 30 days written notice. Where funding is controlled entirely by DISTRICT, before discontinuing funding, DISTRICT, at its discretion, will make efforts to; 1) identify other goods/services that perform substantially the same functions; 2) identify if any funding is available through a reallocation or reprogramming of other appropriated or non-appropriated funds, and 3) make its best efforts to request and secure such funds from the appropriate entities (collectively, a "Non-Appropriation"). If a Non-Appropriation occurs, DISTRICT shall remit all amounts due to CONTRACTOR through the date of termination. DISTRICT shall not be in default under this contract for nonpayment and will not be liable for any future commitments, penalties, or liquidated damages.

**15. SALES TAX EXEMPTION:**
DISTRICT's sales and use tax exemption number is 11843690-022-STC-001. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of DISTRICT, unless otherwise stated in the contract.

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**16. WARRANTY:**
(This paragraph is NOT applicable to architect, engineering, and construction service providers) CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to DISTRICT under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this contract. CONTRACTOR acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, CONTRACTOR warrants that: 1) the product will do what the salesperson said it would do; 2) the product will live up to all specific claims that the manufacturer makes in their advertisements; 3) the product will be suitable for the ordinary purposes for which such product is used; 4) the product will be suitable for any special purposes that DISTRICT has relied on CONTRACTOR's skill or judgment to consider when it advised DISTRICT about the product; 5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which DISTRICT has not been warned. Remedies available to DISTRICT include the following: CONTRACTOR will repair or replace (at no charge to DISTRICT) the product whose nonconformance is discovered and made known to CONTRACTOR in writing. If the repair and/or replaced product prove to be inadequate, or fails of its essential purpose, CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies DISTRICT may otherwise have under this contract.

**17. INSURANCE:**
CONTRACTOR must carry insurance with policy limits no less than $1,000,000 per incident and $3,000,000 in aggregate. CONTRACTOR must provide proof of insurance to DISTRICT and must add DISTRICT as an additional insured with notice of cancellation.

**18. PUBLIC INFORMATION:**
CONTRACTOR agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives DISTRICT express permission to make copies of the contract, related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by DISTRICT's Purchasing Department, CONTRACTOR also agrees that CONTRACTOR's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. Permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

**19. DELIVERY:**
Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to DISTRICT except as to latent defects, fraud and CONTRACTOR's warranty obligations.

**20. ORDERING AND INVOICING:**
All orders will be shipped promptly in accordance with the delivery schedule. CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to DISTRICT. DISTRICT contract number and/or release number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. Prices paid by DISTRICT will be those prices listed in the contract. DISTRICT has the right to adjust or return any invoice reflecting incorrect pricing or upon which DISTRICT contract number and/or release number is not listed.

**21. PROMPT PAYMENT DISCOUNT:**
Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. CONTRACTOR shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with DISTRICT credit card and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. PAYMENT:**
Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a corrected invoice is received by the appropriate DISTRICT official, CONTRACTOR may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus 2%, computed similarly as the requirements of U.C.A. § 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to CONTRACTOR will be remitted by mail, electronic funds transfer, or DISTRICT Purchasing Card (major credit card).

**23. PATENTS, COPYRIGHTS, ETC.:**
CONTRACTOR will release, indemnify and hold DISTRICT, its officers, agents and employees harmless from liability of any kind or nature, including CONTRACTOR's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**24. ASSIGNMENT/SUBCONTRACT:**
Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of DISTRICT.

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**25. DEFAULT AND REMEDIES:**
Any of the following events will constitute cause for DISTRICT to declare CONTRACTOR in default of this contract: 1) nonperformance of contractual requirements; 2) material breach of any term or condition of this contract. DISTRICT will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, DISTRICT may do one or more of the following: 1) exercise any remedy provided by law; 2) terminate this contract and any related contracts or portions thereof; 3) impose liquidated damages, if liquidated damages are listed in the contract; 4) suspend CONTRACTOR from receiving future solicitations.

**26. FORCE MAJEURE:**
Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**27. PROCUREMENT ETHICS:**
CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the DISTRICT is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the DISTRICT, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization. (U.C.A. § 63G-6a-2404.7).

**28. CONFLICT OF TERMS:**
CONTRACTOR Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on CONTRACTOR'S website, terms listed in a CONTRACTOR quotation/sales order, etc. In the event of any conflict in the contract Terms and Conditions, the order of precedence shall be: 1) Attachment A: District Standard Contract Terms and Conditions; 2) District Contract Signature page(s), 3) District Special Terms and Conditions; 4) Contractor Terms and Conditions.

**29. ENTIRE AGREEMENT:**
This agreement, including all attachments and documents incorporated hereunder, and the related DISTRICT solicitation constitutes the entire Agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on CONTRACTOR's work plans, cost estimate forms, receiving tickets, or any other related standard forms or documents that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of DISTRICT. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: April 2, 2018

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**ATTACHMENT B**

# SCOPE OF WORK

| Line # | Sku Nbr | Part Number | Description | Price | Unit |
|---|---|---|---|---|---|
| 1 | | | USER DEFINED | | |

**Cash Term Discount:** NET 30
**F.O.B.:** DESTINATION
**Lead Time ARO:** 30
**Minimum Order:** 1

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# ATTACHMENT C
# DAVIS SCHOOL DISTRICT
# SPECIAL CONTRACT TERMS AND CONDITIONS

1. ATTACHMENT "E' PRICING DOCUMENTS WITH MANUFACTURERS LISTED, ATTACHMENT "F' COMPANY CONTACTS, ATTACHMENT "G" FURNITURE URL'S
2. THIS IS A COOPERATIVE CONTRACT FOR THE FOLLOWING SCHOOL DISTRICTS: ALPINE SD, CACHE SD, CANYONS SD, DAVIS SD, JORDAN SD, MURRAY SD, NEBO SD, OGDEN SD, PROVO SD, SALT LAKE SD, AND WEBER SD. GRANITE SD MAY BE ADDED AT A LATER DATE.
3. DISCOUNTS OFFERED MUST REMAIN IN PLACE FOR THE LOFE OF THE CONTRACTS.
4. IF A COMPANY ADDS A NEW MANUFACTURER TO THEIR BUSINESS, THEY MUST NOTIFY DAVIS SCOOL DISTRICT OF THE CHANGE AND WHAT DISCOUNT WILL BE GIVEN FOR THAT MANUFACTURER. IF THE COMPANY DELETES A MANUFACTURER THEY MUST NOTIFY DAVIS SCHOOL DISTRICT OF THE DELETION SO IT CAN BE REMOVED FROM THE LIST.

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Attachment "D"

PARTICIPATING ADDENDUM

Classroom & Office Furniture:
The following products and services are included in these contract as listed below.
Lead District: Davis School District

Master Contract Number C19-086 – Desks Inc. of Utah
Master Contract Number C19-087 – Edutek Corporation
Master Contract Number C19-088 – WorksSpace Elements
Master Contract Number C19-089 – Henriksen Butler
Master Contract Number C19-090 – Hertz Furniture
Master Contract Number C19-091 – Lakeshore Learning
Master Contract Number C19-092 – Meteor Education
Master Contract Number C19-093 – School Specialty
Master Contract Number C19-094 – Virco

Participating Entities: Alpine School District, Cache School District, Canyons School District, Davis School District, Granite School District, Jordan School District, Murray School District, Nebo School District, Ogden School District, Provo School District, Salt Lake School District, and Weber School District.
Participating Addendum Terms and Conditions:

1. Scope: This addendum covers all classroom and office furniture and related design and installation services for use by the participating entities.
All items listed are part of the contract with no extra charges are allowed for these services.

Full Service:
Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions or help.
Company must agree to multiple meetings with the entity to discuss type, colors and amounts of furniture to be purchased for the school.
Company must agree to design and layout out the furniture for the new or remodeled school in 2D and 3D layouts if requested.
Company must agree to furnish full installation services for the furniture if requested, which includes delivery, installation, and removal of trash.
Company must be able to produce reports/detailed layouts as to what goes in each class/area including price of each item as well as price of the class or area as requested.
Company will let the entity know the expected time frame for delivery of the furniture.
Company shall let the entity know the best time frame for placing orders to ensure the delivery is made on time.

As needed furniture:
Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions, quotes or help listed on Attachment "A".
Company must agree to furnish furniture information and available options, such as shape options, leg options, color options, caster vs glide options when requested by the District, School or Department.
Company must agree to generate quotes for individual needs after the decisions on what furniture may be needed, after those decisions are made. These quotes must include the shipping charges as requested by the entity. These charges may include inside delivery, lift gate delivery, or dock delivery.

Full Service and as needed furniture:
Company must agree to ship all requested items FOB Destination, prepaid and added to the invoice.
Company should let the entity know the expected time frame for delivery.

2. Pricing: The manufacturer discounts listed in this master agreement shall be in place for the life of the contract. Per RFP documents companies may add or delete manufactures as they change in their business.

You must notify Davis School District of any requested manufacture changes. The discounts for the additionally added manufactures will be for the life of the contracts. Discounts may not change during the life of the contract.

3. Design Services: Company agrees to render design services as requested without any additional fee to the entity.

4. Installation Services: Company may charge for installation services. These fees will be added to the quote when requesting pricing. Entity must request a price for installation

5. Delivery: Delivery charges may be added to the cost of the furniture. You must notify the participating entity if shipping/freight charges will be added to the quote.

6. Contract Effective Dates: This contract is effective upon the final signature of all parties and expires on January 1, 2024. Davis School District will be responsible for all contract renewals. If any changes occur Davis School District will notify the Participating Entities.

7. Orders: Any order placed by the Participating Entity for products and/or services available from the Mater Contract shall be deemed to be a sale under and governed by the pricing and other terms and conditions of the Master Contract. Orders shall be issued by the participating Entity.

8. Large Volume Discount Pricing: Participating Entities may seek to obtain additional volume discount pricing for large orders/projects provided the suppliers is willing to offer additional discounts for large volume orders. No amendment to this contract is necessary for supplier to offer large volume discount pricing to Participating Entities.

9. Insurance: Insurance must be carried for the life of the contract by the Supplier.

10. Terms and Conditions: Davis School District's Standard Terms and Conditions will apply to this Participating Addendum.

11. Eligible User Participation: Participation under this contract by Participating Entities is voluntary determined by each Entity. Supplier agrees to supply each entity the products and services with the same terms and conditions and prices of this contract.

12. Individual Customers: Each Entity that purchases items/services from this contract will be treated as individual customers. Each Entity will be responsible to follow the terms and conditions of this contract. Supplier agrees that each Entity will be responsible for their own charges, fees and liabilities. Supplier shall apply the charges to each Entity individually. Dais School District is not responsible for any unpaid invoices.

13. Work on Participating Entities Premises: Supplier shall ensure that personnel working on the premises of an Eligible Entity shall; (I) abide by all of the rules, regulations, and policies of the premises; (Ii) remain in authorized areas; (iii) follow all Instructions; and (iv) be subject to a background check, prior to entering the premises. The Entity may remove any individual for a violation hereunder.

14. Procurement Ethics: Supplier understands that a person who is interested in any way in the sale of any supplies, services to the Participating Entities is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the Entity, or to any person in any official capacity who participates in the procurement of such supplies, services, whether it is given for their own use or for the use or benefit of any other person or organization.

15. Changes is Scope: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other

significant factors arising from the changes in the scope of services.

Participating Entities Signatures Below:

**IN WITNESS WHEREOF**, the Parties have caused this Participating Addendum to be signed by an authorized officer of their respective entities.

Alpine School District

Tom Mason

Signature — Date: 12/7/2018

Director of Purchasing

Title

Cache School District

Dalel Hansen

Signature — Date: 12/7/2018

Business Administrator

Title

Canyons School District

Signature — Date: 12/17/18

Director

Title

Davis School District

Lori Peterson

Signature — Date: 12/7/2018

Director of Purchasing

Title

Granite School District

Signature — Date

Title

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DocuSign Envelope ID: BE768101-3EE2-4C21-9016-4D2E5025FF5C

Jordan School District

DocuSigned by:
Kurt Prusse
8E42A50411D0472...
Signature

12/7/2018
Date

Director of Purchasing
Title

Murray School District

DocuSigned by:
Rock Boyer
45108A8BDA0244E...
Signature

12/7/2018
Date

Director of Support Services
Title

Nebo School District

DocuSigned by:
Ryan Pitcher
3AEE903FD88G4AA...
Signature

12/7/2018
Date

Chief Procurement Officer
Title

Ogden School District

DocuSigned by:
Ken Crawford
6BC39C9F1D924D8...
Signature

12/10/2018
Date

Director of Support Services and Athletics
Title

Provo School District

DocuSigned by:
Tina Fluehr
99DD1FC42F1E484...
Signature

12/7/2018
Date

Director of Purchasing
Title

Salt Lake City School District

DocuSigned by:
Janet Roberts
17D7345A595B4A3...
Signature

12/7/2018
Date

Business Administrator
Title

Weber School District

DocuSigned by:
Jeff Walker
2DDAADGF034048D...
Signature

12/7/2018
Date

Purchasing Agent
Title

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Attachment "E"

JT1921

Pricing Sheet VIRCO

Please list all of the manufactures you represent and the discount that you intend to offer for this RFP. If you add or delete a manufacture you must notify Joan Tuttle immediately, you must give the discount for the new manufacture at the time you add them to the contract. Use additional sheet of paper if necessary **SEE ATTACHED FOR VOLUME DISCOUNTS**

| Manufacture Name | Discount Offered |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Andrea Simms

Signature

11/20/2018

Date

ANDREA SIMMS - CUSTOMER SERVICE MANAGER

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Attachment "E"

| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| VIRCO Furniture & Equipment | $0 to $1,000 | 63.9% | 42.0% | 17.6% |
| | $1,001 to $4,000 | 64.9% | 61.4% | 56.2% |
| | $4,001 to $15,000 | 68.5% | 65.4% | 60.7% |
| | $15,001 to $40,000 | 70.1% | 68.6% | 64.1% |
| | $40,001 to $100,000 | 71.1% | 69.2% | 65.3% |
| | $100,001 PLUS | 72.6% | 69.2% | 67.1% |

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|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| BRODART CONTRACT FURNITURE | $0 to $1,000 | 43.0% | 31.6% | 14.5% |
| | $1,001 to $4,000 | 43.0% | 37.3% | 28.8% |
| | $4,001 to $15,000 | 46.0% | 43.3% | 35.2% |
| | $15,001 to $40,000 | 46.0% | 43.3% | 35.2% |
| | $40,001 to $100,000 | 50.0% | 47.5% | 40.0% |
| | $100,001 PLUS | 50.0% | 48.5% | 42.5% |

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|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| ERG INTERNATIONAL | $0 to $1,000 | 12.0% | ADD 5.6% | ADD 32% |
| | $1,001 to $4,000 | 12.0% | 3.2% | ADD 10% |
| | $4,001 to $15,000 | 17.0% | 12.9% | 0.0 |
| | $15,001 to $40,000 | 21.0% | 17.1% | 5.2% |
| | $40,001 to $100,000 | 31.0% | 27.6% | 17.2% |
| | $100,001 PLUS | 34.0% | 32.0% | 24.1% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| GHENT MFG | $0 to $1,000 | 22.0% | 6.4% | ADD 17% |
| | $1,001 to $4,000 | 22.0% | 14.2% | 2.5% |
| | $4,001 to $15,000 | 26.0% | 22.3% | 11.2% |
| | $15,001 to $40,000 | 26.0% | 22.3% | 11.2% |
| | $40,001 to $100,000 | 31.0% | 27.6% | 17.2% |
| | $100,001 PLUS | 31.0% | 28.9% | 20.7% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| GREENE MFG | $0 to $1,000 | ADD 56% | ADD 87% | ADD 234% |
| | $1,001 to $4,000 | ADD 56% | ADD 71.6% | ADD 95% |
| | $4,001 to $15,000 | ADD 47% | ADD 54.4% | ADD 76.4% |
| | $15,001 to $40,000 | ADD 47% | ADD 54.4% | ADD 76.4% |
| | $40,001 to $100,000 | ADD 38% | ADD 44.9% | ADD 65.6% |
| | $100,001 PLUS | ADD 38% | ADD 42.2% | ADD 58.7% |

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|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| INTERIOR CONCEPTS | $0 to $1,000 | 38.0% | 25.6% | 7.0% |
| | $1,001 to $4,000 | 38.0% | 31.8% | 22.5% |
| | $4,001 to $15,000 | 42.0% | 39.1% | 30.4% |
| | $15,001 to $40,000 | 42.0% | 39.1% | 30.4% |
| | $40,001 to $100,000 | 49.0% | 46.5% | 38.8% |
| | $100,001 PLUS | 51.0% | 49.5% | 43.7% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| LYON WORKSPACE PRODUCTS | $0 to $1,000 | 28.0% | 13.6% | ADD 8% |
| | $1,001 to $4,000 | 28.0% | 20.8% | 10.0% |
| | $4,001 to $15,000 | 32.0% | 28.6% | 18.4% |
| | $15,001 to $40,000 | 32.0% | 28.6% | 18.4% |
| | $40,001 to $100,000 | 36.0% | 32.8% | 23.2% |
| | $100,001 PLUS | 36.0% | 34.1% | 26.4% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| REPUBLIC STORAGE SYSTEMS COMPANY | $0 to $1,000 | 16.0% | ADD 1% | ADD 26% |
| | $1,001 to $4,000 | 16.0% | 7.6% | ADD 5% |
| | $4,001 to $15,000 | 21.0% | 17.1% | 5.2% |
| | $15,001 to $40,000 | 21.0% | 17.1% | 5.2% |
| | $40,001 to $100,000 | 26.0% | 22.3% | 11.2% |
| | $100,001 PLUS | 26.0% | 23.8% | 14.9% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| RFM PREFERRED SEATING | $0 to $1,000 | 35.0% | 22.0% | 0.0% |
| | $1,001 to $4,000 | 35.0% | 28.5% | 18.8% |
| | $4,001 to $15,000 | 39.0% | 36.0% | 26.8% |
| | $15,001 to $40,000 | 39.0% | 36.0% | 26.8% |
| | $40,001 to $100,000 | 43.0% | 40.2% | 31.6% |
| | $100,001 PLUS | 43.0% | 41.3% | 34.5% |

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|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| RIGHT ANGLE | $0 to $1,000 | 28.0% | 17.3% | ADD 3% |
| | $1,001 to $4,000 | 28.0% | 20.8% | 10.0% |
| | $4,001 to $15,000 | 32.0% | 28.5% | 18.4% |
| | $15,001 to $40,000 | 32.0% | 28.5% | 18.4% |
| | $40,001 to $100,000 | 37.0% | 33.9% | 24.4% |
| | $100,001 PLUS | 37.0% | 35.1% | 27.6% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| ULTRA PLAY SYSTEM | $0 to $1,000 | ADD 21% | ADD 45.2% | ADD 81.5% |
| | $1,001 to $4,000 | ADD 21% | ADD 33.1% | ADD 51.3% |
| | $4,001 to $15,000 | ADD 13% | ADD 18.7% | ADD 35.6% |
| | $15,001 to $40,000 | ADD 13% | ADD 18.7% | ADD 35.6% |
| | $40,001 to $100,000 | ADD 5% | ADD 10.3% | ADD 26.0% |
| | $100,001 PLUS | ADD 5% | ADD 8.2% | ADD 20.8% |

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|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| RUSSWOOD LIBRARY FURNITURE | $0 to $1,000 | 40.0% | 28.0% | 10.0% |
| | $1,001 to $4,000 | 40.0% | 34.0% | 25.0% |
| | $4,001 to $15,000 | 44.0% | 41.2% | 32.8% |
| | $15,001 to $40,000 | 44.0% | 41.2% | 32.8% |
| | $40,001 to $100,000 | 48.0% | 45.4% | 37.6% |
| | $100,001 PLUS | 48.0% | 46.4% | 40.2% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| WADDELL | $0 to $1,000 | 23.0% | 7.6% | ADD 15.5% |
| | $1,001 to $4,000 | 23.0% | 15.3% | 3.8% |
| | $4,001 to $15,000 | 28.0% | 24.4% | 13.6% |
| | $15,001 to $40,000 | 28.0% | 24.4% | 13.6% |
| | $40,001 to $100,000 | 32.0% | 28.6% | 18.4% |
| | $100,001 PLUS | 32.0% | 30.0% | 21.8% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| WENGER | $0 to $1,000 | 38.0% | 3.0% | ADD 7% |
| | $1,001 to $4,000 | 38.0% | 31.8% | 22.5% |
| | $4,001 to $15,000 | 42.0% | 39.1% | 30.4% |
| | $15,001 to $40,000 | 42.0% | 39.1% | 30.4% |
| | $40,001 to $100,000 | 49.0% | 46.5% | 38.8% |
| | $100,001 PLUS | 51.0% | 49.5% | 43.7% |

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| DAVIS SCHOOL DISTRICT<br>RFP #JT1921 SCHOOL AND OFFICE FURNITURE | | | | |
|---|---|---|---|---|
| | | CATEGORY 2 | | CATEGORY 1 |
| Manufacturer | Dollar Volume | Delivered Tailgate | Inside Delivery | Delivered & Installed |
| WOOD DESIGNS | $0 to $1,000 | 14.0% | ADD 3.2% | ADD 29% |
| | $1,001 to $4,000 | 14.0% | 5.4% | ADD 7.5% |
| | $4,001 to $15,000 | 19.0% | 15.0% | 2.8% |
| | $15,001 to $40,000 | 19.0% | 15.0% | 2.8% |
| | $40,001 to $100,000 | 25.0% | 21.3% | 10.0% |
| | $100,001 PLUS | 25.0% | 22.8% | 13.8% |

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## VIRCO

## COMPANY REPRESENTATIVES AND CONTACT INFORMATION

The Representative(s) that will be responsible for the school districts are:

1- Mark Van Leeuwen – 801-414-5473 – markvanleeuwen@virco.com

2- Carlos Rodriguez (installation) – 310-872-6661 – carlosrodriguez@virco.com

3- Jill Verneuille (designer) – 916-705-6186 – jillverneuille@virco.com

4- Marlina Conard (customer service) – 800-448-4726 x 3550 – marlinaconard@virco.com

5- Andrea Simms (customer service manager) – 800-448-4726 x 3313 – andreasimms@virco.com

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| Ghent Mfg. | www.ghent.com |
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| Lyon Workspace | www.lyonworkspace.com |
| Republic Storage | www.republicstorage.com |
| RFM Seating | www.rfmseating.com |
| Right Angle | www.raproducts.com |
| Russwood Library | www.russwood.net |
| Ultra Play | www.ultraplay.com |
| Waddell | www.waddellfurniture.com |
| Wood Designs | www.wooddesigns.com |