



**Request for Proposals
19RFP130
21st Century Learner Furniture**

Date	Event
April 15, 2019 April 22, 2019	Advertise/Issue Dates
April 23, 2019	Pre-Proposal Conference at 11:00 AM at 812 San Antonio Street, Ste 200 Conference Room
May 2, 2019	Questions Due by 5:00 PM
May 6, 2019	Questions and Answers and Last Addendum posted on our website
May 9, 2019	CSP opening / due date at 2:00 pm CST
June 17, 2019	AISD Board Meeting for review/approval
June 18 through June 28, 2019	Contract Negotiations

<p>Deliver Sealed Proposals to:</p> <p>Austin ISD Construction Management Dept. 812 San Antonio Street Suite 200 Austin, TX 78701</p>	<p>Contact Person:</p> <p>Jennifer Nix Contract & Procurement Services jennifer.nix@austinisd.org</p> <p>HUB Coordinator Contact Melfi Penn melfi.penn@austinisd.org</p>
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- Questions must be submitted via e-mail to the procurement contact person listed above. **In the e-mail subject line, type: *Questions 19RFP130- 21st Century Learner Furniture***
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in an envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - One (1) hard copy marked “original” – include signed “required” forms
 - One (1) digital copy on a flash drive – include signed “required” forms
 - One (1) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror and the RFP number and Title above**

Checklist and Submission Guidelines

Check when Completed	Task to be Completed by Respondent
	Pricing Proposal
	Proposer Questionnaire
	Signature Page
	<u>Hard Copy Submission</u> AISD requires one (1) marked “original” and one (1) marked
	<u>Electronic Copy:</u> AISD requires submission of one (1) electronic PDF copy via USB

Order for Submission	Document
1	Cover Sheet
2	Table of Contents
3	Pricing Proposal
4	Proposer Questionnaire
5	Signature Page



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II. Introduction

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking proposals from firms qualified and experienced in providing 21st Learner furniture, fixtures and equipment, specifically seating, worksurfaces, supplementary furniture and storage for campuses throughout the district to support our 2017 Bond Program and Campus Support Projects.

A. Receipt and Opening of Proposals

Proposals will be opened immediately following the deadline for receipt, but will not be read aloud. Proposals received after the designated time and date will not be considered. Sole responsibility lies with the Proposer for their proposal arriving on time at the designated place. No responsibility for the premature opening of a proposal which is not addressed and identified shall be attached to the District or its agents and authorized representatives.

B. Withdrawal of Proposals

The Proposer may withdraw their proposal, either personally or by written request, at any time prior to scheduled closing time for receipt of proposal. After the opening of proposals, proposals may not be withdrawn for a period of ninety (90) days from the date submitted and will be subject to the District's acceptance during that time.

C. Proprietary Information

In the event the Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

D. Award of Contract

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The award shall be made on proposal (s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

The District reserves the right to select one or more best value proposers, based on the evaluation criteria set forth in this RFP. Selection by the District does not guarantee any minimum volume or amount of business, nor does it guarantee that any purchase order will be issued. Vendors selected under this RFP will, without

any promise of exclusivity, will be considered approved vendors for the potential supply of products covered by this RFP.

Following selection of vendors, the District may request selected vendors to participate in room modeling, sample presentations, price quotations and interviews in connection with the negotiation and execution of any purchase orders arising from this RFP.

III. Scope of Service and Performance Requirements

The scope of this RFP is for the supply, delivery, freight, warehousing, bulk discounts, asset tagging, coordination and all other related goods and services required in connection with or incidental to furnishing and installing furniture, fixtures and equipment and other items as prescribed by these documents for District facilities through the completion of all projects through the current Bond Program, but is not limited to current Bond projects or projects funded through sources other than bond funds.

For further information, please see attached “Estimated Project Schedule and Annual Spend” (Attachment 2) and “Specifications” (Attachment 3).

IV. Proposer Questionnaire

Provide all requested information. Failure to provide required information may cause the proposal to be deemed non-responsive.

A. Description of Firm Personnel

- Describe your firm and your specific experience history for the past 10 years, including a list of clients by type and name of institution, location and types of products and services provided.
- Identify the key staff (exclusive of support or administrative staff) in the firm who will have primary responsibility for this account.
 - Describe their current responsibilities with the firm.
 - Describe the role each will play if a contract is awarded to the firm.
- Provide any additional information that substantiates that the firm has other capacity or staff to perform the scope of duties, above and beyond identified key personnel

B. Past Experience

- Give the names, addresses, and telephone numbers of at least (3) current professional client references that you currently have under contract.
- List all comparable accounts in the past 10 years. Identify the timing, type and size of each of these engagements along with the name, location and type of institution and your role.
- In the past 5 years, has your firm been involved in or currently under formal investigations or informal inquiries from any federal or state regulatory agency. If so, please disclose the nature of the investigation and/or inquiry and its current status.
- Identify any other competitive government contracts that your firm provides for institutions in Texas.

C. Services Available

- Explain why you feel your company should be selected.
- Describe any website, software, catalogs or ordering systems your company, or the manufacturer represented by yourself, would utilize specific to AISD's needs.
- State how shipping and packaging materials will be disposed, i.e., landfill or company recycling program.
- Explain your cancellation, return, and restocking policies.
- Provide a sample of your furniture tag.
- Provide a list of any and all cooperatives to which your company is a member.
- Provide lead time on ordering, inventory on hand and warranty items must be included.
- Provide delivery rate including weekend and holiday rates, install, freight, warehousing, and bulk discounts, asset tagging, standard model room sketch diagrams.

V. Pricing Proposal

You must use the format in the "Pricing Proposal" MS Excel (XLS) file named "19RFP130 Pricing Proposal" available for download on the AISD Website and at Miller IDS.

List each product/category available through suggested manufacturers listed on Attachment 1, or through any equivalent substitute manufacturer not identified that you would like the District to consider.

Provide all "Install/Delivery" charge categories, to be expressed as a percentage of the product list price and represents the large installs and projects.

Provide "Minimum Trip Charge" rates for smaller deliveries and set-ups. Please note: the delivery rate must include weekend and holiday rates, install, warehousing, bulk discounts and asset tagging.

Provide warranty information for all products proposed with this manufacturer, including ANSI/BIFMA Testing Information.

This RFP shall entitle the District to purchase any product typically offered by and available through the vendor, including goods and services not detailed in vendor's current catalog or inventory, and including new or substitute goods and services offered by vendor, provided such goods and services are of the type of goods and services generally sought by this RFP.

PROPOSER: _____

MANUFACTURER: _____

DATE OF APPLICABLE PRICE LIST: _____

Please provide your labor rates in the table below.

Labor Rates for Services	Hourly Rate (Include holiday and weekend)
Lead Installer	
Installer	
Laborer	
Service Technician	

VI. Sample Mock-Up Submittals (When Required)

As part of the negotiation of any potential purchase order, the District may request samples and mock-ups, which shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the furnishing product and the full range of color, texture, fabric and pattern.

All samples shall be shipped prepaid.

Each sample shall be labeled to indicate the purchase order number, project name, contractor, and manufacturer.

Samples which are rejected by AISD must be resubmitted as soon as possible after notification of rejection and shall be marked "resubmitted sample" in addition to the other information required.

AISD reserves the right to retain samples for comparison purposes until completion of work.

Samples will be returned or may be used unless otherwise specified.

Vendor shall pay all cost of furnishing or constructing and removing mock-ups and samples.

The approval or acceptance of samples will not preclude the rejection of any material upon the discovery of defects in same prior to the final acceptance of the completed work.

After a material has been approved by the District for inclusion into a purchase order, no change in brand, make or material will be permitted unless satisfactory written evidence is presented to and approved by AISD that the manufacturer cannot make the scheduled delivery date of approved material, that material delivered has been rejected and substitution of suitable materials is an urgent necessity, or that other conditions are apparent which indicate approval of such substitute materials to be in the best interest of AISD.



VII. General Quality of Responsiveness of Proposer

- Completeness and thoroughness of proposal.
- Grasp of scope of work to be performed.
- Description of approach to be taken
- Evidence of good organizational management practices
- Qualifications of personnel
- Experience and past performance

VIII. Specific Areas That Will Be Evaluated and Scored

In determining best value, the District shall consider the following factors:

Item	Detailed Description	Points
I. Proposal Format	The adequacy and completeness of the plan offered addressing the Scope of Service.	10 Points
II. Vendor Capabilities	Reputation of the Vendor and its goods and services: The demonstrated ability of the Vendor to provide services, including references. The professional, technical and managerial qualifications of the firm and the personnel to be assigned to this account. Vendor’s past relationship with the District and other educational entities	15 Points
III. Proposed Products	Quality of the Vendor’s goods and services, and the extent to which the goods and services meet the District’s needs. Quality of items as well as their ability to meet specifications and sustainability requirements and preferences. Quality of warranties offered.	25 Points
IV. Financial Proposal	Purchase Price: Unit pricing including Delivery rate including weekend and holiday rates, install, freight, warehousing, and bulk discounts. Total long term cost to the District to acquire the vendor’s goods and services.	40 Points
V. Buy Texas	Whether the vendor (or its ultimate parent company or majority owner) has its principal place of business in Texas, or whether vendor employs at least 500 persons in Texas.	10 Points

In considering the above factors, the District may take into consideration Proposer's relationships with and access to particular manufacturers, its billing and ordering policies, lead times, delivery procedures, warehousing capabilities, and financial standing.

IX. Signature Page

A Proposer by submitting a bid represents that the RFP has been read and understood that the Proposal is made in accordance therewith. All documents submitted with the Proposal which require a signature must be signed by an individual authorized to submit a formal proposal. Proposals that are not signed may be rejected. Please refrain from submitting non-requested bulky promotional items, such as ring binders, catalogues and brochures, not pertinent to the submittal. The Proposer by his or her signature (below) agrees to the General Conditions and Terms and Conditions without modification.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

EMAIL: _____

FEDERAL EMPLOYER ID NUMBER: _____

PRINT NAME: _____

SIGNATURE: _____

POSITION: _____

DATE: _____

X. Attachment 1 - Suggested Manufacturers

Arcadia/Encore	HON	OFS
Arper	Integra	Peter Pepper Products
Aurora Mobile	Janus Et Cie	Sit On It
Bernhardt	JSI Community	Six Inch
Beaufurn	KI	Smith Systems
Buzzi	Kimball	Source Furniture
Space	Knape & Vogt	SPEC
Clarus	Manufacturing	Steelcase
Coalesse	Knoll	Stylex
Davis	Krug Mfg.	Teknion
DesignForm	Landscape Forms	Tenjam
Diversified Woodcrafts	Magnuson	TexaCraft
EKO	Martin Brattrud	Versteel
ERG International	Mayline	Via Inc
ESI Ergonomic Solutions	Mondo	VS America
Fleetwood	Montisa	Watson
Global	MooreCo	Wenger Corp
Grossfillex	Muzo	West Coast Industries
Haworth	National Office Furniture	WCI
Highmark	Nienkamper	
Hightower	NorvaNivel	

XI. Attachment 2 - Estimated Project Schedule and Annual Spend

Estimated Project Schedule

Campus	Approximate TCO	Install	School opening
Menchaca ES	November 6, 2019	November 6th - November 27th	January 6, 2020
T.A. Brown	November 18, 2019	November 18th - December 6th	January 6, 2020
Govalle ES	December 2, 2019	December 2nd - December 18th	January 6, 2020
Doss ES	To be determined	To be determined	August 2020
New Southwest ES	To be determined	To be determined	August 2020
Blazier ES	To be determined	To be determined	August 2020
Ann Richards AYWL	To be determined	To be determined	January 2021
Murchison MS	To be determined	To be determined	January 2021
Eastside Memorial	To be determined	To be determined	July 2021
Hill ES	To be determined	To be determined	August 2021
LASA	To be determined	To be determined	August 2021
Rosedale	To be determined	To be determined	August 2021
LBJ	To be determined	To be determined	January 2022
Bowie	To be determined	To be determined	June 2022
Brentwood ES	To be determined	To be determined	August 2022
Casis ES	To be determined	To be determined	August 2022
Austin HS	To be determined	To be determined	August 2022
New Northeast	To be determined	To be determined	August 2022

Estimated Annual Spend

Fiscal Year	Approx. Projected Spend
2019-2020	\$8,000,000
2020-2021	\$6,000,000
2021-2022	\$8,000,000
2022-2023	\$4,000,000
2023-2024	\$4,000,000
Total	\$30,000,000

*AISD Fiscal Year Runs July 1st – June 30th

XII. Attachment 3 – Specifications

A. Sizing Guide

In addition to accommodating movement of many scales, size furniture to comfortably accommodate the appropriate age groups. Refer to the table below for recommended worksurface and seat heights. Verify sizing with the Owner to ensure the appropriate sizes are provided. Multiple sizes per space are allowed for grade levels that have a large range of learner sizes and heights; however, it is the intent to minimize sizing types for ease of maintenance.

	Small		Medium			Large
Chair Seat Height (Measured to top of seat)	12-inches	13-inches	14-inches	15-inches	16-inches	18-inches
Worksurface Height (Measured to top of surface)	22-inches	-	24-inches	25-inches	27-inches	29-30-inches
Pre-K	•	-	-	-	-	-
K	•	•	•	-	-	-
1	•	•	•	•	-	-
2	-	-	•	•	•	-
3	-	-	-	•	•	-
4	-	-	-	•	•	•
5-12	-	-	-	-	-	•

STANDARD TABLE HEIGHT GUIDELINES:

- Worksurface Height: 29-30-inches
- ADA Height: 34-inches maximum (provide 5% of all seating per room to meet ADA)
- Counter Height: 36-inches (for counter height stool)
- Standing Height: 40-42-inches (for bar height stool)

B. LEARNER FURNITURE

1. Formal Seating

a) Learner Chair, Elementary School

Basis of Design Product:



Panto Swing, VS America

Performance Requirements:

- Forward-flexing cantilever chair to accommodate a variety of body postures.
- Double-walled, textured polypropylene with air-cushion effect for comfortable sitting.
- Grip hole for easy maneuvering by all ages.
- Chair provides the ability to sit sideways, backwards, and forward to assist with immediate visual connection to the educator.
- Provide the ability to lean back to support natural body movements.
- Provide various size options to accommodate all learners.
- Chair seat and frame are an integral design with concealed seat attachments and does not require on-site screw assembly.
- Provide universal chair glides for use on both hard surface and carpet.
- Designed to hang onto worksurface for ease of floor maintenance.

b) Learner Chair, Middle/High Schools

Basis of Design Product:



Ruckus, KI

Performance Requirements:

- Casters for mobility and collaborative energy.
- Swivel and spin capabilities to promote active learning.
- Back of chair can function as a tablet arm for when seated in multiple positions.
- Fiberglass reinforced polypropylene seat and back.
- 1-inch thick, 13-gauge metal frames are either nickel-chrome plated or powder-coated.
- Stackable.
- Optional learner storage at base of chair.
- Designed to hang onto worksurface for ease of floor maintenance

c) Learner Chair with Tablet Arm

Basis of Design Product:



Node, Steelcase



Essay, National Office Furniture

Performance Requirements:

- Universal tablet arm to accommodate left and right-handed learners.
- Casters for mobility and collaborative energy.
- 360-degree swivel and spin capabilities to promote active learning.
- Base of chair to serve as learner storage.
- Arms are designed to support various seating postures as well as function as backpack hook.
- One-piece polypropylene contoured shell with a flexible back.
- Personal worksurface moves 360-degrees, and independently of seat shell and base. Depth is adjustable for large and small users and for ingress or egress.
- Personal worksurface includes grooved tablet stand for multimedia display

d) High Capacity Stacking Chair

Basis of Design Product:



Opt 4 High Density Stacking Chair, KI

Performance Requirements:

- Multipurpose chair for use in larger group activities.
- Chairs are stackable (minimum of 38) for the repurpose of a space.
- Optional mesh seat and back for temperature control are part of the chair construction and covered under minimum 15-year warranty.
- Metal sled base with protective rubber glides.
- Flexible back for ease of comfort.
- Lightweight chair (7.3 to 10-pounds maximum) making it easy to stack, move, and carry.
- Armless
- Poly back versions require integral handles for ease of movement and carrying

e) High Capacity Stacking Chair Dolly

Basis of Design Product:



Opt 4 High Density Stacking Chair Dolly, KI

Performance Requirements:

- Furnish from the same manufacturer and must accommodate the “High Capacity Stacking Chair”

2. Formal Worksurfaces

a) Single Learner Table

Basis of Design Products:



Interchange Curve Table, Smith Systems



Thumbprint Table, VS America

Performance Requirements:

- Height-adjustable legs for actively engaged learning. Height adjustable mechanism is functional without the use of additional tools or the District's staff.
- Casters for mobility and collaborative energy.
- Variety of tabletop shapes for the efficiency of space usage. Tables are capable of fitting together to form larger groups.
- Explore learner storage components on a campus by campus basis. Avoid storage at learner tables if possible.
- Optional markerboard worksurfaces available for active learner participation.
- Tables constructed with high pressure laminate worksurfaces, 3mm edge banding, and steel tube legs are required.

b) Multi-Learner Table

Basis of Design Products:



Verb Table, Steelcase



Zook Table, Global

Performance Requirements:

- Height-adjustable legs for actively engaged learning. Height adjustable mechanism shall be capable without the use of additional tools or facility management staff.
- Option for up to 42-inches fixed height for varied seating requirements.
- Consider casters for mobility and collaborative energy.
- Tables are capable of fitting together to form larger groupings.
- Storage at learner tables shall be prohibited if possible.
- Optional markerboard worksurfaces available for active learner participation.
- Optional modesty panels for privacy.
- Tables constructed with high-pressure laminate worksurfaces, 3mm edge banding, and steel tube legs are required.

c) **Multipurpose Mobile Flip-Top Table**

Basis of Design Products:



Flip Table, VS America



Pirouette Table, KI

Performance Requirements:

- Flip-top table for quick transition between learning modalities.
- Mobile and stackable for repurposing the function of a space.
- Size recommendation is to fit 2 students per table and a minimum of 54-inch wide. The preference is a 60-inch wide table.
- Power capabilities for technology-based learning. If power is required, cable management is also required.
- Optional markerboard surface for hands-on learning. When markerboard top is specified, consider a standard black edge band finish to hide marker dust.
- Tables constructed with high pressure laminate worksurfaces, 3mm edge banding, and steeltube legs are required.
- Provide casters for space flexibility.
- Tables shall nest together in a straight line.

- Consider pinch points on flip top tables if alternates from basis-of-design products are considered.

d) Maker Space Table

Basis of Design Products:



Planner Table, Smiths Systems



Steamspace Table, NorvaNivel

Performance Requirements:

- Explore height adjustable surfaces to support varied body postures and multimodal learning.
- Provide sturdy worksurfaces for creating and constructing.
- Tables with butcher block worksurfaces are preferred for the highest durability. High-pressure laminate tops are acceptable in spaces where high impact activities are not occurring such as painting, power tools, etc.
- Consider optional, writeable surfaces to encourage collaborative problem solving.
- Consider tables with storage for various types of tools and supplies. Varied types of storage are preferred to provide for any activity that may occur.
- Tables shall fit minimum of 4 learners per table for collaboration.
- Casters are required and must accommodate weight requirements of the table and an applicable warranty.



e) Art Table

Basis of Design Products:



Compartment Table, Diversified Woodcrafts



Planner Table, Smiths Systems

Performance Requirements:

- Solid wood table with butcher block top and UV finish. Apron consists of solid wood with heavy-duty, 13-gauge steel corner braces and 2-1/4-inches square, solid wood legs.
- Tables are equipped with non-skid adjustable glides for precise leveling and rubber leg boots.
- If casters are preferred for flexibility of space, use Planner Table as the basis-of-design.
- Intended to fit minimum of 4 learners per table for collaboration.
- Size requirement is 30 by 48-inches, and 48 by 48-inches is also acceptable.
- Standard height is 30-inches; however, additional heights are acceptable if standing height tables are preferred. Height of table shall coordinate with learner chair specified in this room.
- Storage provisions are not allowed as part of the table.

f) Science Table

Basis of Design Product:



Adjustable Wooden Leg, Diversified Woodcrafts

Performance Requirements:

- 1-inch epoxy top. Apron consists of solid wood with heavy-duty, 13-gauge steel corner braces, and 2-1/4-inches square, solid wood legs.
- Tables are equipped with non-skid adjustable glides for precise leveling and rubber leg boots.
- Intended to fit minimum of 4 learners per table for collaboration.
- Size requirement is 30 by 48-inches, and 48 by 48-inches is also acceptable.
- Legs can adjust from 30 to 36-inches high. Height of table shall coordinate with learner chair specified in this room.
- Storage provisions are not allowed as part of the table.
- ADA compliant.

g) Study Carrel

Basis of Design Product:



PebbleTree Study Carrel Table, NorvaNivel

Performance Requirements:

- Provide privacy and separation for testing.
- Consists of high-pressure laminate worksurface, metal legs, and acoustic fabric wrapped screen.
- Standard size of 26-inches in length by 31-inches wide by 22-28-inches high.

3. Informal Seating

a) Single Learner Lounge

Basis of Design Products:



Domo Lounge, Arcadia



Hosu Lounge, Coalesse

Performance Requirements:

- Comfortable seating for individualized learning.
- Facilitates an informal learning style.
- Optional power and data capabilities.
- Optional casters for mobility.
- Optional left-and-right-handed tablet arms. Tablet arms shall meet a minimum of 300-lb weight limit according to BIFMA standard testing.
- Finished in upholstery for learner comfort

b) Modular Lounge

Basis of Design Products:



MyPlace, KI



Serafina Modular Lounge, Arcadia

Performance Requirements:

- Comfortable seating for social learning and connection.
- Numerous configurations to encourage learner-driven choice.
- Functions as community breakout seating.
- Facilitates an informal learning style.
- Lightweight construction making it easy for any user to push, roll, or move.
- Optional power and data capabilities.
- Option for use with Laptop Tables or tablet arms.
- Offered in concealed glides, legs, or casters.
- Finished in upholstery for learner comfort

c) Tiered Lounge

Basis of Design Product:



Pairings, Kimball

Performance Requirements:

- Varied seating heights for multiple teaching and learning modalities. Can also function as a space divider.
- Enables learner-driven choice in seating.
- Power and data capabilities.
- Provides opportunities for social connectivity.
- Optional lounge trays to serve as worksurfaces.
- Finished in upholstery for learner comfort

d) Work Lounge

Basis of Design Products:



Brody, Steelcase



Heya, OFS

Performance Requirements:

- Comfortable and can accommodate a variety of body postures.
- Offers acoustic separation for quiet study space.
- Fabric-wrapped privacy screen or panel a minimum of 48-inches high.
- Provides a quiet, heads-down space to serve all individual learners.
- Optional power and data capabilities. Design team is responsible for coordinating floor power at all locations.
- Optional lighting for proper visibility.
- Optional footrest for leg support.\

e) Collaborative Lounge

Basis of Design Products:



Co-op, Arcadia



Heya, OFS

Performance Requirements:

- Comfortable and can accommodate a variety of body postures.

- Offers acoustic separation for a quiet collaborative space. Furniture can provide a low, medium back (36-inches high) or high back (minimum 48-inches high).
- Shall include a worksurface for small group work.
- Optional power and data capabilities. Design team is responsible for coordinating floor power at all locations

f) Specialty Lounge/Rocker

Basis of Design Product:



Sway, KI

Performance Requirements:

- 360-degree swivel and spin capabilities to promote active, engaged learning.
- 4-leg poly or metal base with upholstered back and seat for comfort.
- Consider rocking mechanism to accommodate multimodal learning.
- Comfortable to support varied body postures.
- Provides stimulation for improved cognitive function ensuring wellness to all learners.

g) Counter-Height Stool with Back

Basis of Design Product:



Strive 4-Leg Armless Café Stool, KI

Performance Requirements:

- Lightweight for easy mobility.
- Polypropylene seat and back with metal legs. Optional upholstered seat pad.
- Flexible back for comfort. Shall incorporate handle or poly lip on the back to assist with mobility of chair.
- Specify glides for appropriate flooring type. Casters are not permitted on this stool.
- Armless is preferred for easy ingress and egress during use and to fit various body types

h) Movement Stool

Basis of Design Products:



Hokki Stool, VS America



Buoy, Turnstone (Steelcase)

Performance Requirements:

- Supports body movement and stimulation for improved cognitive function ensuring wellness to all learners.
- Movement of stool requires confirmation and testing with learners in early elementary schools or studios to ensure they are safe for use.
- Lightweight for ease of mobility. Includes a handle or top lip to assist with grabbing and carrying by any user type.
- Offered with pneumatic height adjustability or various heights to accommodate all learners.
- If upholstered seat pad is preferred, specify a vinyl, non-woven upholstery.

i) Stationary Stool/Ottoman/Pouf

Basis of Design Products:



Boost, OFS



GrassyOtt, NorvaNivel

Performance Requirements:

- Consider weighted ottomans to accommodate all learners including special education needs.
- Comfortable, soft seating used for quick collaboration.
- Lightweight for ease of mobility. Includes a handle, top lip, casters or is light enough to grab and carry by any user type. If casters are specified, concealed casters are required. Casters are not preferred at early education grade levels.

j) Floor Seat Pads/Cushions

Basis of Design Product:



Amphi Mat, NorvaNivel

Performance Requirements:

- Consider weighted ottomans to accommodate all learners including special education needs.
- Comfortable, soft seating pad that learners can sit on or use as an impromptu worksurface in the sitting position on ground.
- Vinyl non-woven fabric cover, with zipper removal for ease of cleaning.
- Minimum size of 10-inches diameter and 1/2-inch thick. Larger sizes are acceptable.
- Consider storage caddies if offered.

4. Informal Worksurfaces

a) Multimedia Ready Table

Basis of Design Product:



Interchange Half Boat Conference Table, Smith System

Performance Requirements:

- Power and data capabilities.
- Minimum table size requirement is 60-inches square by 30-inches high; however, higher tables are acceptable for alternate seating options. Chairs or stools must coordinate with the specified table height.
- High-pressure laminate top with 3mm edge banding and metal legs.
- Consider cable management for the ease of maintenance.
- If power is provided, locations require coordination with the manufacturer, so grommets are installed at the factory.
- Interactive space for small group work.

b) Community Table

Basis of Design Products:



Dock Work Table, Kimball



Strassa, National Office Furniture

Performance Requirements:

- High top table heights to support a variety of body postures and multimodal learning.
- Provide various heights for accessibility requirements. Power and data capabilities for technology-based learning. Locations require coordination with the manufacturer, so grommets are installed at the factory.
- Minimum table size is 36-inches wide by 72-inches in length by 30 or 42-inches high. Chairs or stools require coordination with the specified table height.
- High-pressure laminate top with 3mm edge banding and metal legs.
- Consider cable management for the ease of maintenance.
- Interactive space for small group work.

c) **Café Table**

Basis of Design Product:



Montara650, Steelcase

Performance Requirements:

- Various table top heights for casual seating.
- Community gathering tables to serve as a social hub and one-on-one interactions.
- Minimum size is 30-inches diameter.
- High-pressure laminate top with 3mm edge banding and powder coated steel base.
- Optional power capabilities for charging stations. Locations of floor power requires coordination.
- Casters are not allowed.

d) Laptop Table

Basis of Design Products:



C-Table, KI



Campfire Skate Table, Steelcase/Turnstone

Performance Requirements:

- Functions as a touchdown worksurface for individual learners.
- Lightweight for ease of mobility by any user. Consider specifying casters to assist with movement; however, casters are only allowed on 2 of the 4 legs.
- Facilitates technology-based learning from any location.
- Slides underneath seating for efficient use of space. Coordinate with adjacent furniture to verify table heights with seating heights.
- Base and legs can slide under adjacent seating surfaces and are used most prominently with Lounge products.

5. Supplementary Furniture

a) Mobile Markerboards

Basis of Design Products:



Etch, Watson



Euro Mobile Reversible Boards, MooreCo

Performance Requirements:

- Magnetic mobile markerboard to assist with collaborative learning and problem solving.
- Utilize for space separation in addition to writeable surface.
- Locking casters for ease of movement.
- Various sizes are available and minimum size required is 30-inches wide by 48-inches high. Ensure writeable surface is at a height accessible by all users.
- Optional tackable surfaces as required.

b) Mobile Tackboards

Basis of Design Products:



Pin Screen, Watson



Narrate Panels, Kimball

Performance Requirements:

- Power distribution beam to be reconfigured in multiple configurations and lengths. Reconfiguration is possible with the assistance of maintenance staff but will not require dealer installation crew trip charge.
- Use at open collaboration spaces as a social hub and to create adjacent seating spaces.
- Include power and data connections for easy technological connectivity. Floor boxes will need to be provided and coordinated by design team.
- USB and outlet options.
- Do not permanently affix to the floor.
- Has options for modesty panels, seat cushions for perching, table tops, planters for privacy separation or privacy screens for acoustic separation.
- Provide powder coated steel for frame and base. High-pressure table tops and modesty panels are required. Upholstered seat cushions are required. Provide fabric-wrapped and tackable or glass privacy screens.

c) **Systems Beam**

Basis of Design Products:



Agile, OFS



Xsede Power Beam, Kimball

Performance Requirements:

- Power distribution beam to be reconfigured in multiple configurations and lengths. Reconfiguration is possible with the assistance of maintenance staff but will not require dealer installation crew trip charge.
- Use at open collaboration spaces as a social hub and to create adjacent seating spaces.
- Include power and data connections for easy technological connectivity. Floor boxes will need to be provided and coordinated by design team.
- USB and outlet options.
- Does not permanently affix to the floor.
- Has options for modesty panels, seat cushions for perching, table tops, planters for privacy separation or privacy screens for acoustic separation.
- Provide powder coated steel for frame and base. High-pressure table tops and modesty panels are required. Upholstered seat cushions are required. Provide fabric-wrapped and tackable or glass privacy screens.

d) Mobile/Tabletop Power

Basis of Design Products:



Hitch, National



Thread, Steelcase



Vesta, National

Performance Requirements:

- Mobile power to include USB and outlets for maximum flexibility.
- Explore powered tabletop devices that can hold long term charges.
- Coordinate mobile power distribution devices with floor power boxes.
- Used at open collaboration spaces to adapt to the location of the learners.
- Learners can share Districtship of these devices.
- Can serve as part of a community function or in close proximity to individual learners.

e) Table Privacy Screen

Basis of Design Products:



Tonic Slide Screen, Watson



Pop Up Desktop Screen, Knoll

Performance Requirements:

- Used for testing and privacy separation.
- Provide felt or fabric-wrapped acoustic material.
- Anchors directly to the countertop edge or free-standing and does not require permanent attachment to a worksurface.
- Mobile

6. Storage

a) Mobile Cabinets

Basis of Design Product:



Shift, VS America

Performance Requirements:

- Provide lockable casters for safety and easy reconfiguration of learning spaces.
- Storage cabinets with closed doors or open shelving are acceptable. For closed doors, verify with the District all locking requirements.
- Suggested size is 15-inches wide by 48-inches in length by 30-48-inches high. Confirm all heights to allow for proper sight lines.
- Optional plastic bins or other componentry to match cabinets.



b) Mobile Shelving

Basis of Design Products:



Scaddie Mobile Storage and Whiteboard, NorvaNivel



Rockwell Unscripted, Knoll

Performance Requirements:

- Provide lockable casters for safety and easy reconfiguration of learning spaces.
- Provide storage cabinets with open shelving. Finished back panel is optional for additional markerboard or tack surface display.
- Suggested size is 15-24 inches wide by 48 inches in length by 48-72 inches high. Confirm all heights to allow for proper sight lines.
- Provide adjustable shelves.
- Optional plastic bins or other componentry to match cabinets.
- Provide solid wood, high-pressure laminate, or metal. For longer shelf widths, additional supports are required to aid with shelf deflection.

c) Mobile Cubby/Tote Storage

Basis of Design Products:



Store and Draw, NorvaNivel



Serie 600, VS America



Performance Requirements:

- Provide lockable casters for safety and easy reconfiguration of learning spaces.
- Provide storage cubbies with open shelving. Finished back panel is required.
- Suggested size is 15-24-inches wide by 48 inches in length by 30-48 inches high. Confirm all heights to allow for proper sight lines.
- Cubby sizes shall meet the requirements of personal student storage such as backpacks, boots, coats, personal bins, etc. Verify specific cubby sizes and function with the District prior to procurement.
- Optional plastic bins or other componentry to match cabinets.
- High-pressure laminate is required.

d) Studio Cart

Basis of Design Products:



Everything Cart, Smith Systems



Serie 600 Storage Module, VS America

Performance Requirements:

- Provide lockable casters for safety and easy reconfiguration of learning spaces.
- Provide storage with open shelving. A finished back panel and handle is optional.
- Suggested size is 15-24 inches wide by 30-48 inches in length by 30-48 inches high. Confirm all heights to allow for proper sight lines.
- Optional plastic bins or other componentry to match cabinets.
- Provide furniture with high-pressure laminate or metal materials.

C. EDUCATOR FURNITURE

1. Formal Seating

a) Task Stool for Lectern

Basis of Design Products:



Ruckus Stool, KI



Lumin Task Stool, Sit On It

Performance Requirements:

- Provide an ergonomic seating solution to support body movement and flexibility.
- Lightweight and easily moveable to support various teaching styles and studio configurations.
- Provide casters when applicable.
- Provide height adjustable capabilities for maximum flexibility and usage.

2. Formal Worksurfaces

a) Educator Lectern

Basis of Design Products:



Ruckus, KI



Sit-Stand, Steelcase

Performance Requirements:

- Provide a height adjustable work surface with locking functionality to provide educators with a variety of body postures and ergonomic positions.
- A mobile lectern with lockable casters is required.
- Explore additional componentry to meet educator needs.
- Must ship fully assembled.
- Provide a modesty panel for spatial division

b) PLC Workstation

Basis of Design Products:



Livello Height Adjustable Benching, Teknion



Frame One Benching, Steelcase

Performance Requirements:

- Provide a worksurface solution that supports educator heads-down workspace.
- Select products with integrated technology for seamless connections.
- Explore height adjustable, sit-to-stand, solutions to allow for educator wellness and a variety of postures.
- Explore additional componentry for work space adaptability and to support heads-down, educator work.
- Provide mobile storage for each individualized station to support the educators' work functionalities and collaboration abilities.

3. Storage

a) PLC Lockers

Basis of Design Products:



Mile Marker 2 Tier Locker, OFS



Alloy Locker, National Office Furniture

Performance Requirements:

- Provide individual storage for educators that is lockable with a digital locking code.
- Each individual locker to have internal power and USB capabilities.
- Provide the correct quantity of lockers for each educator in a studio group.
- Provide lockers with high-pressure laminate or metal finishes.
- Provide an integral toe kick of 4-inches.

D. ADMINISTRATOR FURNITURE

1. Formal Seating

a) Basic Task Chair

Basis of Design Product:



Wit, Sit On It



Laudio, National Office Furniture

Performance Requirements:

- Provide height adjustable seating with lockable, mobile casters for flexible furniture arrangements.
- Height adjustable arms and lumbar support is required to support a range of body types. Arms to receive polyurethane top cap for comfort and durability.
- Mesh back and upholstered seat with waterfall cushion for long term comfort and breathability.

b) Conference Chair

Basis of Design Product:



HB, Highmark



Lavoro, National Office Furniture

Performance Requirements:

- Provide full upholstered seat and back conference chair with fixed loop arms to maximize comfort.
- Lumbar support is required support a range of body types.
- Optional mid back or high back for functionality.
- Polished aluminum five-star caster base.
- Seat height adjustability to meet needs of various table heights and ergonomics for comfort.
- Arms to receive polyurethane top cap for comfort and durability.

2. Formal Worksurfaces

a) Administrative Reception Desk

Basis of Design Products:



Tessera, National Office Furniture



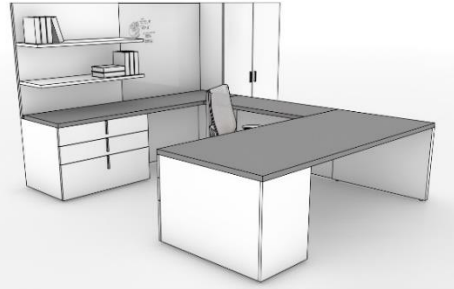
Expansion, Teknion

Performance Requirements:

- Minimum of 36-inches wide space at 30-inches above finish floor for ADA accessibility.
- Minimum of 36-inches wide space at 42-inches above finish for transaction counter use.
- Locking cabinets, drawers, and open shelving keyed alike. Owner to provide keying standards and standardization of storage.
- Laminate top, sides, and faces.
- L-configuration or U-configuration for ergonomics and maximum usage and based upon Owner's standard.
- Provide 2 grommets, located in the field.
- Power capabilities for technology-based learning. If power is required, cable raceways to be incorporated as needed.

b) Private Office – Tier 1

Basis of Design Products:



Expansion, Teknion



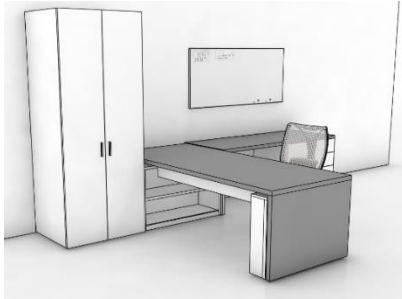
Staks, Carolina (OFS)

Performance Requirements:

- Locking cabinets, drawers, and open shelving keyed alike in space. Owner to provide keying standards and standardization of storage.
- Laminate top, sides, and faces.
- Minimum of 1 full-height cabinet.
- Used for principals' offices, assistant principals' offices, and athletic directors' offices.
- L-configuration or U-configuration for ergonomics and maximum usage and based upon Owner's standard.
- Provide a tackboard 18-inches high minimum for full length of desk with upper storage.
- Provide 2 grommets, located in the field.
- Power capabilities for technology-based learning. If power is required, cable raceways to be incorporated as needed.
- Explore height adjustable, sit-to-stand solutions to allow for educator wellness and a variety of postures.

c) Private Office – Tier 2

Basis of Design Products:



Expansion, Teknion



Staks, Carolina (OFS)

Performance Requirements:

- Locking cabinets, drawers, and open shelving keyed alike. Owner to provide keying standards and standardization of storage.
- Laminate top, sides, and faces.
- Minimum of 1 full height cabinet
- Used for counselors' offices, ancillary offices, etc.
- L-configuration for ergonomics and maximum usage.
- Provide a tackboard 18-inches high minimum for full length of desk with upper storage.
- Provide 2 grommets, located in the field.
- Power capabilities for technology-based learning. If power is required, cable raceways to be incorporated as needed.
- Explore height adjustable, sit-to-stand solutions to allow for educator wellness and a variety of postures.

d) Private Office – Tier 3

Basis of Design Products:



Expansion, Teknion



Staks, Carolina (OFS)

Performance Requirements:

- Locking cabinets and drawers keyed alike in space. Owner to provide keying standards.
- Laminate top, sides, and faces.
- Used for coaches' offices, kitchen staff offices, and small offices 100 square feet or less.
- L-configuration for ergonomics and maximum usage.
- Provide a tackboard 18-inches high minimum for full length of desk.
- Mobile box/box/file for guest usage with fabric cushion (optional).
- Provide 2 grommets, located in the field.
- Power capabilities for technology-based learning. If power is required, cable raceways to be incorporated as needed.
- Explore height adjustable, sit-to-stand solutions to allow for educator wellness and a variety of postures.

e) **Open Office Workstation**

Basis of Design Products:



Expansion Desking, Teknion



Seven Open Plan, Watson

Performance Requirements:

- Provide removable/adjustable panel to allow for heads-down, focused work.
- Explore height adjustable, sit-to-stand solutions to allow for educator wellness and a variety of postures.
- Mobile box/box/file for guest usage with fabric cushion (optional).
- Provide 2 grommets, located in the field.
- Locking cabinets and drawers keyed alike. Owner to provide keying standards.
- Provide acoustical or glass panel for individual work space division and acoustics.
- Laminate top, sides, and faces.
- Maximum number of 6 work stations on 1 electrical circuit and hardwired to building, with floor or wall power. Power poles are not acceptable.
- Owner to provide required storage needs in each individual space

f) Conference Table

Basis of Design Products:



Expansion, Teknion



Nuvo Conference, Krug

Performance Requirements:

- Minimum 2 leg panel base with levelers, reinforcing bars, linking plates, recessed power/data module (if specified), and mounting hardware.
- Laminate edge and trim.
- Size is dependent on individual space and campus needs.

3. Informal Seating

a) Waiting Lounge

Basis of Design Products:



SW_1, Coalesse



Mabel, National Office Furniture

Performance Requirements:

- Metal 4-star base with optional swivel capability when applicable.

- Optional ottoman available.
- Fully upholstered seat and back available in various sizes from mid back to high back to optimize use.

b) Waiting Bench

Basis of Design Products:



Raven, ERG International



Fringe, National Office Furniture



Zola, Krug

Performance Requirements:

- Provides maximum flexibility for privacy or collaboration spaces with medium or high back, and single sided or double-sided functionality.
- Optional ganging bracket for bench configuration in waiting/dining
- Power capabilities for technology-based learning. If power is required, coordination with floor boxes in construction will be required.
- Provide metal legs measuring 4-inches with an open plinth of 4-inches minimum for cleanability.
- Optional toss pillows can be specified.

c) Guest/Side Chair

Basis of Design Product:



Zee, Via



Verve, Stylex

Performance Requirements:

- Stackable guest chair with options for upholstered seat, back, and arms.
- Frames are full body propylene.
- 4-leg base with wood or polypropylene leg

d) Workroom Stool

Basis of Design Product:



Shortcut X Base, Steelcase



Gingko Barstool, Davis

Performance Requirements:

- Metal or polypropylene base and frame for maximum durability.
- Easy to move and reconfigure for a variety of educator and Learner activities.
- Optional cushion can be specified.

4. Informal Worksurfaces

a) Workroom Table

Basis of Design Products:



Parma, ERG International



Endzone, SPEC

Performance Requirements:

- Available in various heights to accommodate various postures and sizing.
- Provide lockable casters.
- Power capabilities for technology-based learning. If power is required, specify cable management.

b) Occasional Table

Basis of Design Products:



Marlo, ERG International



Flirt Occasional Table, Arcadia

Performance Requirements:

- Lightweight and easy to move.
- Casters not required.
- Metal base and laminate top for maximum durability.

c) Meeting Table

Basis of Design Products:



Expansion Table, Teknion



Moto Conical Work Table, JSI Community

Performance Requirements:

- Lightweight and durable for easy configuration in an office environment.
- Provide high-pressure laminate surface for maximum durability.
- Optional electrical connection available.

5. Storage

a) Credenza

Basis of Design Products:



Tessera Credenza, National Office Furniture



Exponents Credenza, Coalesse

Performance Requirements:

- Storage unit with various options, drawers, cabinets, open shelving, or a combination of all items.
- Chassis required for cleanability
- Non marring adjustable glides.
- High pressure laminate finish.
- Additional drawer pulls.
- Power capabilities for technology-based learning. If power is required, coordination with electrical in construction phase for accuracy is required.

b) File Storage

Basis of Design Product:



700 Series Lateral Files, KI



Brigade, HON

Performance Requirements:

- Lockable storage
- Provide number of drawers to meet campus needs.

c) **High Density Storage**

Basis of Design Product:



High Density Storage, Aurora



Space Saver, KI

Performance Requirements

- Mounted filing system with carriage or rail, can be powered or manual.
- Allows for maximum storage in small space without aisles.
- Designate letter or ledger filing system.
- Lockable storage.
- Provide number of cabinets to meet campus needs.

E. MEDIA RESOURCES FURNITURE

1. Storage

a) Book Cart

Basis of Design Products:



Gorilla Booktruck, Smith System



LiBro-Wood Book Trolley, VS America

Performance Requirements:

- Provide lockable casters for safety and easy reconfiguration of learning spaces.
- Provide metal open shelving storage, finished back panel, with optional handles.
- Suggested size is 15-24 inches wide by 30-48 inches in length by 30-48 inches high. Confirm all heights to allow for proper sight lines.

b) Library Shelving

Basis of Design Products:



Amphi Bookcase, NorvaNivel



LiBro-Wood Shelf System, VS America

Performance Requirements:

- Mobile, with lockable casters for easy spatial reconfiguration optional. All library shelving in the center of the space to be mobile. All library shelving on the perimeter walls to be fixed, no casters.
- Moveable shelving to be 48-inches high or less for continual visual access.
- Perimeter shelving to be 72-inches high or less.
- Maximum shelf length to be 48 inches or less. In instances where length longer than 48 inches is desired, additional steel supports will need to be specified to protect against deflection.
- All shelves to be adjustable.
- Material to be solid wood, high pressure laminate and metal is not permitted.
- Additional storage bins, drawers, magazine display and picture book display accessories optional.

F. OUTDOOR FURNITURE

1. Formal Seating

a) Stacking Chairs

Basis of Design Products:



Phoenix Dining Side Chair, Source Furniture



Metro, Grossfillex

Performance Requirements:

- Provide lightweight, mobile furniture.
- Fully-welded stainless steel frames.
- Optional cushion in marine grade fabric available.
- UV-resistant polypropylene shell.
- Allows for choice and variety in learner types.
- Include a stackable cart to allow for maximum flexibility and storage.

b) Metal Chairs

Basis of Design Products:



Emu Pattern Seating, Coalesse



Hannah Arm Chair, DesignForm

Performance Requirements:

- Provide lightweight, mobile furniture.
- Fully-welded stainless steel frames.
- Optional cushion in marine grade fabric available.
- UV-resistant polypropylene shell.
- Allows for choice and variety in learner types.
- Include a stackable cart to allow for maximum flexibility and storage

c) Low Stools

Basis of Design Products:



Pal Stool, Mondo Collection



Anisette Stool, DesignForm

Performance Requirements:

- Provide lightweight, mobile furniture.

- Fully-welded stainless steel frames.
- Optional cushion in marine grade fabric available.
- UV-resistant polypropylene shell.
- Allows for choice and variety in learner types.

d) Bar Stools

Basis of Design Products:



Niwa Barstool, Janus Et Cie



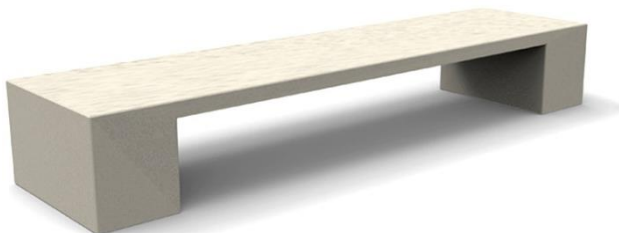
Ilsa Barstool, BeauFurn

Performance Requirements:

- Provide lightweight, mobile furniture that is UV Resistant.
- Fully-welded stainless steel frames.
- Optional cushion in Marine grade fabric available.
- UV-resistant polypropylene shell.

e) Benches

Basis of Design Products:



Abril, Landscape Forms



Oasis, Peter Pepper Products

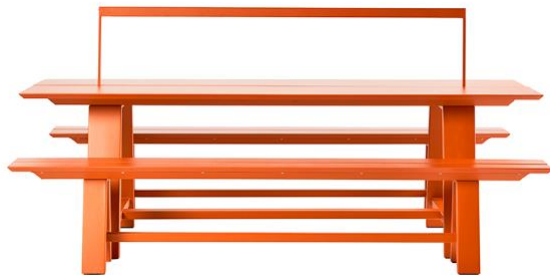
Performance Requirements:

- Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
- Full body concrete for maximum durability
- Fully-welded stainless steel frames.
- Optional ability to fasten to the ground for extended durability
- Provide solutions that allow for accessible seating.
- Optional cushion in marine grade fabric available.
- UV-resistant polypropylene shell.

2. Worksurfaces

a) Outdoor Picnic Tables

Basis of Design Products:



Harvest, Landscape Forms



Hopper Table, Janus Et Cie

Performance Requirements:

- Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
- Full body concrete for maximum durability
- Fully-welded stainless steel frames.
- Optional ability to fasten to the ground for extended durability
- Provide solutions that allow for accessible seating.

b) Outdoor Coffee Table

Basis of Design Products:



Aria Coffee Table, Source Furniture



Emu Ivy Square Low Table, Steelcase

Performance Requirements:

- Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
- Full body concrete for maximum durability
- Can be full polypropylene shell.
- Fully welded stainless steel frames.
- Optional ability to bolt to ground for extended durability

c) Outdoor Side Table

Basis of Design Products:



Tides Side Table, Source Furniture



Cube, TexaCraft

Performance Requirements:

- Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
- Optional ability to fasten to the ground for extended durability
- Fully-welded stainless steel frames.
- UV-resistant polypropylene shell.

d) Outdoor Bar Height Table

Basis of Design Products:



Bistro Table, BeauFurn



Tribeca 2 Seat Bar Table (round), Source Furniture

Performance Requirements:

1. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
2. Optional ability to fasten to the ground for extended durability
3. Fully-welded stainless steel frames.
4. Provides flexibility in exterior studios to allow for various learner types.

e) **Outdoor Café Table**

Basis of Design Products:



Block Table, Muzo



Disc Outdoor, WCI

Performance Requirements:

1. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
2. Optional ability to fasten to the ground for extended durability
3. Fully-welded stainless steel frames.

3. Informal Seating

a) **Outdoor Lounge Chair**

Basis of Design Products:



Ivy Lounge Chair, Emu (Steelcase)



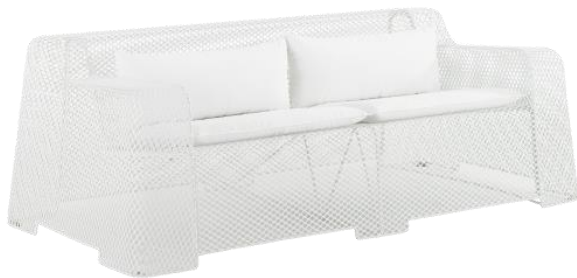
Pal Armchair, Mondo Collection

Performance Requirements:

1. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
2. Provides choice for outdoor learning environments.
3. Provide weights for wind control and drainage hole for rain release.
4. Optional cushions available for maximum use in marine grade fabric that is UV-resistant like Sunbrella, etc.
5. UV-resistant polypropylene shell.

b) Outdoor Lounge Sofa

Basis of Design Products:



Ivy Sofa, Emu (Steelcase)



Jut Sofa, Mondo Collection

Performance Requirements:

1. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
2. Provides choice for outdoor learning environments.
3. Provide weights for wind control and drainage hole for rain release.
4. Optional cushions available for maximum use in marine grade fabric that is UV-resistant like Sunbrella, etc.
5. UV-resistant polypropylene shell.

c) **Outdoor Modular Lounge**

Basis of Design Products:



Delano Armless Loveseat, Source Furniture



Vitali Full Back, Janus Et Cie

Performance Requirements:

1. Provide solutions that allow for outdoor accessible seating.
2. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
3. Allows for easy re-configuration
4. Provide weights for wind control.
5. Provide the ability to attach cushions for ease of cleaning and maintenance.
6. Optional cushions available for maximum use in marine grade fabric that is UV-resistant like Sunbrella, etc.

d) Outdoor Pouf

Basis of Design Products:



Pix Outdoor, Arper

Performance Requirements:

1. Outdoor grade, level 4 powder coating or higher, or marine grade frame that is UV-resistant.
2. Allows for easy re-configuration
3. Provide weights for wind control.
4. Fabric should be marine grade fabric that is UV-resistant like Sunbrella, etc.
5. UV-resistant polypropylene shell.

XIII. Attachment 4 – Sample Master Purchase Agreement

A sample Master Purchase Agreement has been attached for your reference.

Solicitation #:

Solicitation Name:

**Master Purchase Agreement
between
Austin Independent School District
and**

This AGREEMENT is entered into *on the day all parties fully execute this agreement* by and between
herein called "Contractor" and the Austin Independent School District, herein
called "District." The parties hereto agree as follows:

GENERAL PROVISIONS:

1. **GOODS AND SERVICES:** The Contractor agrees to provide goods and related services as described in "Statement of Work", Exhibit A which summarizes the scope of work to be completed in a prompt, timely and professional manner. Quantities shown are the District's best estimate of its requirements for the agreement term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The Contractor agrees services will not begin and payments will not be made by the District until the agreement is fully executed. Per District policy, contracted services provided by District employees or their immediate family members are prohibited without prior approval from the Superintendent or designee.
2. **TERM OF AGREEMENT:** The term of this agreement shall start upon full execution and ends on Date(s) of service include:
3. **RENEWAL OPTIONS:** Provided that the agreement is still in effect, the District shall have the option to renew the term of agreement for () additional one-year periods commencing at the expiration of the term as defined in Provision 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this agreement, in writing and signed by authorized representatives of the Contractor and District.
4. **COMPENSATION:** The District agrees to compensate the Contractor for services related to the performance of this agreement based upon work actually performed not to exceed the total amount of \$. The basis of compensation and/or payment schedule will be detailed in the "Basis of Compensation" Exhibit B. There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company. The Contractor shall not receive reimbursement for travel, meals and lodging related to services rendered in fulfilling the obligation of this agreement unless expressly authorized by the District.
5. **ENTIRE AGREEMENT; AMENDMENT:** This agreement constitutes the entire agreement of the parties hereto and it may not be altered or amended except in writing and signed by authorized representatives of the Contractor and District.
6. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
7. **DISPUTE RESOLUTION:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
8. **ASSIGNMENT OR DELEGATION:** Contractor retains the right to assign or delegate these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance written approval from the District.
9. **TERMINATION OF AGREEMENT:** Contractor shall have completed all work covered by this agreement and this agreement shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed. The District may terminate the agreement for any reason if

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the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this agreement at any time without cause by the furnishing of a thirty (30) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this agreement, less any compensation previously paid.

10. INVOICES: The Contractor shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: AISD, ATTN: Accounts Payable, 1111 West 6th Ste. A370, Austin, Texas 78703-5300. Payment shall not be due until the above instruments are submitted after delivery and made as per the District's Comptrollers Payment schedule.

The District's obligation is payable only and solely from funds available for the purpose of the purchase. Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District. Lack of funds shall render this agreement null and void to the extent funds are not available and any delivered but unpaid for the District will return goods to Contractor.

11. TAXES: Do not include federal excise, state or city sales tax. The District shall furnish tax exemption certificate, if required.
12. HOLD HARMLESS AND INSURANCE REQUIREMENTS: It is agreed that the Contractor is an Independent and shall be solely responsible for payment of employees and shall provide, if required, workers' compensation and public liability insurance to protect the Contractor from liability for injuries or damages to employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses,

incurred by reason of the Contractor's negligence or breach of this agreement.

13. GOVERNING LAW, VENUE: The Texas Uniform Commercial Code shall govern this agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas as effective and in force on the date of this agreement and both parties agree that venue for any litigation arising from this agreement shall lie in Austin, Travis County, Texas. Contractor agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §1630, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* and any applicable federal, state, local and private grant requirements.
14. WAIVER: No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
15. CONTRACTOR TO PACKAGE GOODS: The Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (i) the Contractor's name and address; (ii) the consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (iii) the container number and total number of containers, e.g. box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. The Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
16. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
17. TITLE, RISK OF LOSS and RIGHT OF INSPECTION: The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts and takes possession of the goods. The District shall

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have the right to inspect the goods at delivery before accepting them.

18. DELIVERY TERMS AND TRANSPORTATION CHARGES: F. O. B. destination freight prepaid for inside delivery unless terms are specified otherwise in solicitation. The District shall have the right to designate what method of transportation shall be used to ship the goods.

19. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Provision 33, "Modifications," hereof. The terms of this agreement are no arrival, no sale.

20. NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this agreement as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Contractor may reasonably notify the District of his intention to cure and may then make a conforming tender within the agreement time but not afterward.

21. RIGHT TO ADDITIONAL COMPETITION: District occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of District.

22. GRATUITIES: The District may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the District with a view toward securing a agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a agreement. In the event the District cancels this agreement pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

23. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by

the Contractor as such and will be returned immediately to the District upon request.

24. COPYRIGHTS AND PATENTS: In the event the Contractor develops materials or products resulting in a copyright or patent while in the performance of this agreement, the rights from those materials will accrue to the District.

25. WARRANTY PRICE: The price to be paid by the District shall be that contained in Contractor's bid which Contractor warrants to be no higher than the Contractor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The method of payment used by the District shall have no bearing on the purchase price. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this agreement without liability to the Contractor for breach or the Contractor's actual expense.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent COMPENSATION excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this agreement without liability and to deduct from the agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent compensation.

26. WARRANTY PRODUCT: The Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the District. The Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and/or product description and to the sample(s) furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

27. SAFETY WARRANTY: The Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable

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time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

28. HAZARDOUS MATERIALS: If services require or items include hazardous materials, as defined by relevant local, state and federal law, Contractor represents and warrants that Contractor understands the nature of the hazards associated with the use, handling and transportation of such hazardous materials, as applicable to Contractor. Prior to bringing hazardous materials on District's property, Contractor shall review the use of the hazardous materials and obtain approval from the District Site/Environmental/Health/Safety organization. Contractor will be fully responsible for any liability resulting from Contractor's actions in connection with the use of such hazardous materials in providing services to District. Contractor will supply District with material safety data sheets and any other documentation reasonably necessary to enable District to comply with applicable laws and regulations.

29. NO WARRANTY BY DISTRICT AGAINST INFRINGEMENTS: As part of this purchase agreement the Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to the Contractor for indemnification in the event that the Contractor issues a claim on the grounds of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, he will notify the District in writing within two weeks after the signing of this agreement or at point of discovery. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless. If the Contractor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this agreement shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements.

30. CONFIDENTIALITY: All data in District's facilities and on AISD's equipment, including all data relating to District's employees, administrators, teachers and students, is the sole and exclusive property of the District. Contractor acknowledges that it is familiar with the obligations of the District and its agents, including Contractor, under The Health Insurance Portability and

Accountability Act of 1996 ("HIPAA"), and under related applicable federal and state privacy laws, rules and requirements regarding the protection and security of non-public personal, medical and financial information, and that Contractor is familiar with the Federal Educational and Privacy Rights Act, 28 USC 1232(g) ("FERPA") which requires that certain information, including, without limitation, education records of students and any personally identifiable information contained therein (other than directory information) be held strictly confidential. During and after the term of this agreement, Contractor shall not directly or indirectly use or disclose any such information unless such use or disclosure is: (i) to an employee of District who has a need to know the information and is under a duty of confidentiality; (ii) authorized in writing by District's Legal Counsel; or (iii) required by any order of a court or administrative agency. Upon the termination of this agreement for any reason, Contractor shall promptly (i) return all property, records, files, documents, materials and copies relating to District which came into the possession of Contractor during the term of this agreement, (ii) destroy all such information stored on computers or disk storage not belonging to District, and (iii) within five days of District's written request, provide District with a sworn affidavit verifying that all such materials have been returned to District or destroyed.

31. CANCELLATION: The District shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes in-solvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the District may have in law or equity.

32. TERMINATION: The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation or performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Contractor with a thirty (30) day written notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination takes effect.

33. MODIFICATIONS: This agreement can be modified or rescinded only by in writing and signed by both of the parties or their duly authorized representative.

34. INTERPRETATION OF PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to

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supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

35. ADVERTISING: The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Neither party may use the other's name or other distinguishable iconography in advertisements without the other's prior written consent.
36. RIGHT TO ASSURANCE: Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this agreement.
37. PROHIBITION AGAINST PERSONAL INTEREST IN AGREEMENTS: Any District Board Member who has any substantial interest, either direct or indirect, in any business entity seeking an agreement with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
38. RETENTION OF RECORDS: The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of agreement.
39. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises,

representatives of the District and their respective officers, directors, members of the Board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney compensations, of any nature, land, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this agreement, or any part thereof, which are caused in whole or part by any negligent act or omission of the Contractor or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by negligence or omission of any Indemnities, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitees. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors shall be jointly and severally responsible to the Indemnitees for the indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitees. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnities has by law. Contractor shall protect and indemnify the District from any and all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services or goods provided hereunder by the Contractor or by the District at the direction of Contractor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify the Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with such litigation, to be represented by counsel at their own expense. The indemnitees contained herein shall survive the termination of any agreement or purchase order that for any reason becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Provision 32, herein.

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- 40. **SPECIAL PROVISIONS:** Please note that changes or additions to the provisions will be made only upon approval of the District's Legal Counsel.

Approved by Legal Counsel: _____
Signature Date
(Will not proceed without District Legal Counsel approval)

- 41. **NOTICES:** Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth :

DISTRICT INFORMATION

Contact name: _____
Title: _____
Department: _____
Mailing Address: _____
City, State, Zip: _____
Contact Number: _____
Email Address: _____

CONTRACTOR INFORMATION

Contact name: _____
Title: _____
Department: _____
Mailing Address: _____
City, State, Zip: _____
Contact Number: _____
Email Address: _____

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42. SIGNATORY AUTHORITY: Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.

By signing this agreement, the Contractor and District agree to be legally bound by its terms and conditions. IN WITNESS WHEREOF, the parties have executed this agreement by the authorized representatives below:

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR :

Name

Name

Title

Title

Signature

Date

Signature

Date

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EXHIBIT A

STATEMENT OF WORK

OWNERSHIP OF WORK: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by the Contractor in the performance of the services and delivered to the District, upon the District's payment in full of all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

CONFIDENTIALITY: The Contractor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

INCORPORATION BY REFERENCE: All Invitation for Bids (IFB), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this agreement hereunder shall be incorporated by reference.

INSTRUCTIONS:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

Description of service: *Type in service being rendered, attach quote or a detailed statement of work from Contractor.*

Special Instructions to the District (what the District will provide i.e. Space, equipment, materials & supplies).

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