

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CLASSROOM OUTFITTERS, LLC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
19301 SW 106th Avenue, Suite 11
Miami, FL 33157.

WHEREAS, on June 25, 2020, SBBC advertised Request for Proposal FY21-106, seeking vendor proposals for School and Department Furniture (hereinafter, the "RFP"); and

WHEREAS, VENDOR was one of twenty-two (22) vendors which submitted proposals in response to the RFP; and

WHEREAS, VENDOR hereby agrees to provide furniture solutions, including furniture turn-key solutions, and products for School and Department Furniture delivery, installation, and other related services which are commonly used in various schools and departments of the SBBC pursuant to the terms and pricing identified hereinbelow, attached and via hyperlink.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on October 1, 2020 or the date of its approval by SBBC, whichever date is later, and conclude on midnight three years after the actual date of commencement, with an option for two (2) additional one (1) year renewal.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the furniture and services pursuant to the terms of the RFP and as listed in its proposal attached hereto and incorporated herein as **Exhibit "A."**

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services and products provided and accepted by SBBC pursuant to this Agreement and the discounted pricing specified in VENDOR's proposal accessible via the hyperlink below. Payment terms for such services and products shall be net 30 days from the date that the VENDOR submits an acceptable invoice to SBBC.

<https://browardcountyschools.sharepoint.com/sites/Procurement/PWS%20Bid%20Documents/Fo rms/AllItems.aspx?viewid=4a8338df%2D4b54%2D4af3%2Dade4%2D87ea40a672f0&id=%2Fs ites%2FProcurement%2FPWS%20Bid%20Documents%2FPWS%20Bid%20Documents%2FFY 2021%2FFY21%2D106%5FSchoolandDepartmentFurniture%2FPricing%20List%2FClassroom %20Outfitters%2C%20LLC>

2.04 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and

754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **Inspection of VENDORS Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDORS applicable records, regardless of the form in which they are kept, shall be open to inspection and

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director – Procurement & Warehousing Services
The School Board of Broward County, Florida
7720 W Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

To VENDOR: Richard A. Brewer
Classroom Outfitters, LLC
19301 SW 106th Avenue, Suite 11
Miami, FL 33157

With a Copy to: Charles A. Frishman
2902 Cayenne Ave.
Cooper City, FL 33026

2.07 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage

to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Any and all exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of

such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

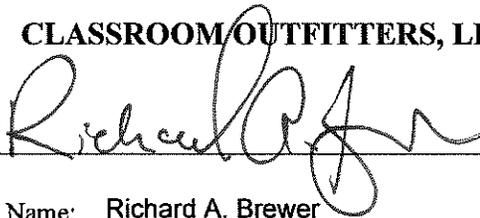
[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CLASSROOM OUTFITTERS, LLC

ATTEST:

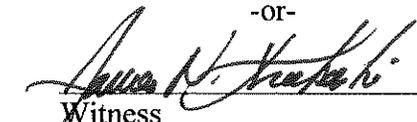
By 

Print Name: Richard A. Brewer

Title: Owner

_____, Secretary

-or-


Witness

Witness

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th of September, 2020 (date) by Richard A. Brewer (name of officer or agent, title of officer or agent) of Classroom Outfitters, LLC (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced N/a (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2020.

My Commission Expires: January 12th, 2024


Signature – Notary Public

Laura Varela
Notary's Printed Name

GG 946193
Notary's Commission No.

(SEAL)

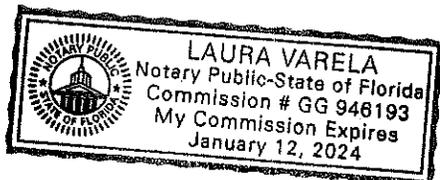


Exhibit “A”



4.1.1 Title Page

Proposal

FY21-106 – Broward RFP School and Department Furniture

Submitted by:

Classroom Outfitters, LLC
19301 SW 106th Avenue, Suite 11
Miami, FL 33157
(954) 540-5725





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Additional examples supporting content are provided for your reference.



4.1.3 Letter of Transmittal

The following persons will be authorized to make representations for Classroom Outfitters, LLC:

Richard A. Brewer
President
1930 SW 106th Avenue, Suite 11
Miami, FL 33157
(786) 735-1155 Office
(305) 510-4269 Mobile
rick@classroomoutfitters.com

Charles A. Frishman
Educational Consultant
2902 Cayenne Ave
Cooper City, FL 33026
(954) 517-0868 Office
(954) 540-5275 Mobile
charles@classroomoutfitters.com

Jim Krakoski
1930 SW 106th Avenue, Suite 11
Miami, FL 33157
(786) 245-8601 Office
(305) 772-3695 Mobile
jim@classroomoutfitters.com

Laura Varela
1930 SW 106th Avenue, Suite 11
Miami, FL 33157
(786) 245-8601 Office
(786) 735-1155 Office
laura@classroomoutfitters.com

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.
- 4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
- 4.1.4 **Required Response Form:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title, Address and email address of Awardee's Representative for Notices:

Charles A. Frishman, Educational Consultant, charles@classroomoutfitters.com
2902 Cayenne Ave., Cooper City, FL 33036

With a Copy To: (Name/Title and Address)

Richard A. Brewer, President rick@classroomoutfitters.com
19301 SW 106th Avenue, Suite 11, Miami, FL 33157

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

- 4.2 **Minimum Eligibility Requirement(s):** To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**
- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**
- 4.2.2 Local Representative within the Tri-County Area (Broward, Miami-Dade, Palm Beach).
- 4.2.3 Proposer must submit all Discounts and Prices in the Bid Summary Sheet provided by SBBC (Attachment K).
- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.
- 4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
- 4.1.4 **Required Response Form:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title, Address and email address of Awardee's Representative for Notices:

Charles A. Frishman, Educational Consultant, charles@classroomoutfitters.com
2902 Cayenne Ave., Cooper City, FL 33036

With a Copy To: (Name/Title and Address)

Richard A. Brewer, President rick@classroomoutfitters.com
19301 SW 106th Avenue, Suite 11, Miami, FL 33157

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- 4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.2 Minimum Eligibility Requirements

Classroom Outfitters acknowledges agreement to comply with all below statements

4.2.1 Liability Requirements

Classroom Outfitters is in compliance with all requirements in section 7.1 Liability for this contract.

4.2.2 Local Representation

Our Office and Showroom are in Miami-Dade County.

Charles Frishman, Educational Consultant lives in Cooper City, Broward County.

Our installers are based in Miami-Dade, Broward or Palm Beach

4.2.3. Bid Summary Sheet

See the attached Bid Summary Sheet

4.3 Former Name

N/A - Classroom Outfitters, LLC has maintained only one name since our inception in 2008.

4.4.1.1 Executive Summary:

4.4.1.1 ...stating the Proposer's understanding of the nature and scope of the services to be provided and the capacity and capability to comply with all terms and conditions of RFP.

- Classroom Outfitters, LLC believes that Broward County Public Schools seeks to partner with vendors who offer a wide array of products and services. Vendors capable of providing turn-key solutions for new buildings, renovations and day-to-day furniture and equipment needs and services are in an advantageous position to most efficiently carry out the safety and educational vision of school administration.
- Furthermore, we believe that Broward Schools is most interested in partnering with vendors who can carry the burden of design and other detailed decision-making. That is, we support your administrators and educators so that they can focus more time and energy in helping students learn.
- Classroom Outfitters has both the ability and willingness to comply with all terms and conditions of this this RFP.

4.4.1.2 References (Attachment J) - Submit references as per Attachment J. Please include other Florida School Districts. (Up to 5 Points)

- Submitted under separate cover as stipulated. See Attachment J.



ATTACHMENT J – REFERENCES

The School Board of Broward County, Florida

Vendor Name: Classroom Outfitters, LLC

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers, email addresses and dates of service.

Reference 1 –

Name of Firm: Thornton Construction Contact Person: Felix Hermida
Phone #: (814) 826-5013 Email: fhermida@thornton-inc.com
Date of Service: March 2020 - July 2020 Cost of Service: \$200,000
Address: 730 NW 107th Avenue Miami FL 33172

Scope of Work: New Doral K8 School Grand Bay - – provided and installed 300 marker and tack boards, bathroom partitions and accessories, integrated ceiling projection screen and provided a playground.

Reference 2 –

Name of Firm: Superior Charter School Services Contact Person: Rolando Mir
Phone #: (786) 486-0161 Email: mirscss@yahoo.com
Date of Service: June 2020 Cost of Service: \$220,000
Address: 14850 SW 26th Street, Suite #213, Miami, FL 33185

Scope of Work: Provide and install all furniture and equipment for multiple charter schools including Academir Charter School Math & Science

Reference 3 –

Name of Firm: Forza Education Management Contact Person: Chuck Malatesta
Phone #: (727) 642-9319 Email: cmalatesta@forzaedu.com
Date of Service: June 2019 Cost of Service: \$135,000
Address: 8605 Erie Rd., Parish, FL 34219

Scope of Work:

Reference 4 –

Name of Firm: Weston Christian Academy Contact Person: Beverly Spatafora
Phone #: (954) 349-9224 Email: bspatafora@westonchristionacademy.org
Date of Service: May 2019 Cost of Service: \$ 45,500
Address: 1420 Indian Trace Road, Weston, FL 33326

Scope of Work: Design, sell and installed Art Room wall-mounted cabinets, storage cabinets, and classroom tables office furniture - desks and files.

Reference 5 –

Name of Firm: Choice Charter Schools Contact Person: Alex Veloudos
Phone #: (727) 798-7785 Email: aveloudos@yahoo.com
Date of Service: July 2020 Cost of Service: \$150,000
Address: 18801 Oak Center Drive, Ft. Meyers, FL 33967

Scope of Work: Provide and install all furniture and equipment for multiple charter schools. Current project is Athenian Academy, Ft. Meyers

4.4.1.3 Supply Chain Strengths - Submit a letter detailing the strength of the Proposer's Supply Chain and how the Proposer has thrived during hardship times such as the Covid-19 Pandemic to stay competitive in today's market. Please state if you have any warehouses local in South Florida and local teams for installation (Up to 5 Points)

- Our supply chain...is strong. We maintain a network of manufacturers who reside across the United States. Many of these companies manufacture within the county in places such as Texas, Minnesota, Wisconsin, Georgia and North Carolina. We believe this provided Classroom Outfitters with a reasonable expectation that production of goods will remain intact during any global crisis.
 - As an extension, those manufacturers which purchase certain parts from overseas. have large warehouse operations, and have committed to stock typical products on an ongoing basis.
 - Classroom Outfitters has our own warehouse and trailer for additional short-term storage and has a relationship with local warehouses to provide additional storage should we ever need to expand this capacity.
- During times of hardship
 - For example,
 - During the COVID-19 pandemic, we have continued to maintain operations at full force. We continued to make Communication with our customers a critical part of our process. Any unforeseen delays in product delays will be communicated immediately to our end-users.
 - We work with our manufacturers directly to keep them abreast as to your needs and availability, as well. In fact, we were recently able to hold Broward Schools shipments for week until the school was able to receive the furniture and have appropriate personnel available to guide our delivery and installation teams.
 - We will always adhere to district safety guidelines and requirements. For example, when installing projects this summer, our teams were very careful to wear masks and follow safe distancing stipulations,
 - In addition we always follow best-practices for our team safety, using appropriate commercial grade rolling dollies, forklifts where needed, etc.

4.4.1.4 Good and Services Warranty - Submit a letter stating the Proposer's warranties for different manufactures, if applicable. Submit information on how Proposer would handle warranty claims. (Up to 5 Points)

- Classroom Outfitters will take responsibility to ensure the satisfaction of our loyal customers. Our Educational Consultants and Customer Service teams take pride in doing "the right thing".
- We partner with multiple manufacturers. It is of utmost importance that we are able to offer the maximum available warranty for our goods and services.
- We ask all end-users to contact Classroom Outfitters immediately upon noticing any issues which may result in a warranty claim. Generally, Classroom Outfitters will be happy to contact our manufacturers on your behalf. You always retain the right to contact the manufacturer directly. Warranties vary, and we always fight – if necessary – for you.

- We often request extended warranties for manufacturers who make this available for large district bids and special projects.
- If service or warranty claims are needed, please call Classroom Outfitters: (786) 235-9105 or toll-free: (877) 509-0664. Feel free to email us anytime at info@classroomoutfitters.com or directly to charles@classroomoutfitters.com.

4.4.1.5 Eco-Friendly Certifications - Submit proof of certifications, such as Greenguard and LEED, Proposer has regarding eco-friendly products that you sell or manufacture. (Up to 5 Points)

- Classroom Outfitters prioritized manufacturers and product lines which are environmentally safe or conscious. Many of our manufacturers are either GreenGuard Certified or Greengold Gold Certified. See examples from KI and Fleetwood.
- LEED certification means healthier, more productive places for us to live, learn, work and play, as well as less stress on the environment, by encouraging energy- and resource-efficient buildings. Classroom Outfitters support district efforts in the various credits/levels Of LEED Certification.
- ANSI-BIFMA Standards are standard with our manufacturers, such as National Public Seating and Oklahoma Sound..
- **DropWeight (KI)**
- We are always happy to provide manufacturer Material Data Safety Sheets (MSDS) as requested.
- We adhere to Fire-Safety standards. We seek to maintain our furniture meets local fire and safety codes and are in conformance with current ADA regulations.
- Even our Learning Carpets meet the rigorous Class I Flammability codes and are Rated under NFPA #253 and ASTM E-648 and meet the fire resistant standards of the Uniform Building Code.

4.4.2 Scope of Services & Performance Specifications – (Maximum 40 allowable points): The scope of services & performance specifications listed is minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the **order listed using the same numbering system.**

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee.

A. **Delivery Services - Complimentary** delivery and installation services on all Complete Classroom orders; includes working with on-site personnel to schedule the delivery, meet the truck upon arrival, coordinate with site contacts, assemble all furniture, place materials and organize each room to specification, as well as remove all debris associated with the project.

- Delivery and Installation are a large part of our comprehensive customer experience expertise. We are often called to return to a school site for additional projects based on this successful experience, as we're told by multiple customers.

- We are happy to always be responsible for the removal Dunnage at a school or department site.
- B. Upon request, provide up-to-date “testing” documentation showing that and item meets current ASTM (American Society for Testing and Materials) requirements.
- We are happy to comply. Several of our top vendors can assist with providing samples and testing compliance.
- C. Custom Cartoning & Labeling - Boxes are labeled by site, by classroom and/or by teacher name so materials can be quickly inventoried and delivered to each location without error.
- We have this ability and will comply. Note: During many of our installations, we meet the trucks onsite and deliver strictly to the proper room to avoid any confusion. Other times, we have furniture shipped directly to our Classroom Outfitters warehouse and deliver product directly.
- D. Proposer must be able to provide the following
- a. A catalog selection for Infant/Toddler, Early Childhood, Elementary and Special Needs furniture and learning environment components.
 - Our catalogs and our manufacturers catalogs both contain sections for Infant/Toddler, Early Childhood, Elementary and Special Needs furniture and learning environment components. Certain manufacturers are only in certain vertical markets, ie: Early Childhood.
 - b. A catalog selection of equipment and related services used in special needs environments, including but not limited to the areas of speech/language, audiology, and orientation/mobility.
 - We do have manufacturing partners who specialize in these areas. We also have experience working with hospital pediatric rehabilitation environments.
 - c. A catalog selection of educational materials and resources targeted to Infant/Toddler, Early Childhood, Elementary Grade Level, and Special Needs Learners, including targeted instructional categories such as STEM, Sensory, Social-Emotional, Language, Science, Math, and Social Studies.
 - Physical and digital catalogs are available from Classroom Outfitters and our manufactures. In addition, our website will provide Broward Schools links to our products and pricing offered to Broward Schools under this contract. We will have vendors and/or sections for Infant/Toddler, Early Childhood, Elementary, Secondary and Special Needs environments. In addition, categories will be further broken down for targeted instructional categories: For example: STEM Labs, Sensory Equipment and Sensory Rooms, etc.
- E. Proposer shall be capable of collaborating with schools to provide specific products and resources bundled to meet the needs of the school.
- Classroom Outfitters is happy to bundle typical classroom and/or labs to simplify the purchasing and decision-making process for school personnel.
 - We also may bundle an entire school or renovation project into a streamlined package customized for your school or department.

- F. Proposer shall provide consultations regarding proposed products and services, including but not limited to, classroom assessments as it relates to design, layout, furnishings, and materials; catalog correlations; and educational material tutorials.
- We take pride in working closely with stakeholders throughout the life of a project. We listen to your goals and vision statements, upon which we can suggest appropriate manufacturers, educational layouts and various price-points.
- G. Proposer shall be able to meet with stake holders to formulate appropriate plans for procurement of furniture that meets the goals of the district this includes choice of product, design of use of the product, space planning, coordination of purchase and fulfillment based on your district's needs.
- See above..... Space Planning is a critical step in the planning process. Our experts often partner directly with manufacturers and local manufacturer's reps to work hand-in-hand to develop best-practices to ensure we deliver the most appropriate furnishings to allow students to prosper.
- H. Proposer shall be able to provide a wide array of outdoor furniture.
- Classroom Outfitters Specializes in Outdoor furnishings. We offer Custom and Standard Picnic Tables, Outdoor Tables, Benches and Trash Receptacles from Three different manufacturers. We even offer unique early childhood specialty outdoor furniture.
- I. Provide samples of classroom designs of innovative classrooms based on the following themes:
- a. Esports (Esports is a form of sport competition using video games. Esports often takes the form of organized, multiplayer video game competitions)
 - See project pictures of our partner: Krueger International (KI) for Esports solution samples.
 - b. Aviation
 - c. Podcasting/Shoutcasting
 - We have unique furniture for both AV broadcasting/CCTV as well as spaces for podcasting.
 - d. Studio and Entertainment Media Spaces
 - We have unique furniture for both AV broadcasting/CCTV as well as spaces for podcasting
 - e. Concierge/Hospitality
 - Our manufacturers have certain furniture items unique to this environment.
 - f. Marine Outboarding and Mechanics
 - g. Business and Office Spaces
 - See attached Examples:
Krueger International, Global Furniture, Norix, Safco, etc.

We additionally have some unique solutions regarding Student Health Safety: Acrylic and Plexiglass barriers – Several of our manufacturers have stepped up on this front – even for cafeteria spaces.

October 1, 2019

Dear Valued Customer:

This letter serves as verification that all products produced by Fleetwood meet or exceed the requirements listed below:

- All Fleetwood products with painted surfaces are coated with powder base, lead-free surface coatings. Therefore, our products are in compliance with the <90 PPM lead content standard of CPSIA. We will supply the MSDS sheets showing that lead is not a component upon request.
- All Fleetwood products have been awarded UL GreenGuard Gold certification and are tested regularly for certification to that standard.
- All Fleetwood products exceed the CARB 2 standards for formaldehyde emissions for particle board. We utilize only high-quality particle board from North American producers. The Certificates of Compliance will be provided upon request.
- All Fleetwood furniture products are in compliance with California's Prop 65 regulations for formaldehyde emissions. The results from our ongoing GreenGuard certification testing shows that our products emit less than 25% of "safe harbor" levels. Test results provided upon request.

Thank you for the continuing opportunity to partner with you in providing school furniture products that exceed government and customer expectations for quality, durability, content and emissions standards. Fleetwood products are manufactured in our facility in Holland, Michigan USA.

Terry Sullivan

Terry Sullivan
Vice President
Sales & Distribution
Fleetwood
Holland, Michigan



Fleetwood®

KI SCS INDOOR ADVANTAGE™ GOLD CERTIFIED PRODUCTS

KI's mission is to establish and implement programs that recognize outstanding achievements that meet the highest levels of social responsibility, product safety and quality, and continuous improvement on the path toward sustainability.

KI has joined other business and organizations around the world in working to provide products and services that meet the highest environmental, social, and quality standards. KI made a conscious decision in testing through a third party chamber protocol for measuring emissions of VOCs and Aldehydes.

USGBC's LEED programs and BIFMA e3 level credit options choose GREENGUARD, EPA Environmental Technology Verification (ETV), or indoor air concentrations that meet ANSI/BIFMA M7.1-2007 and ANSI/BIFMA X7.1-2007 testing conducted in an independent third-party air quality testing laboratory such as SCS Global Services.

SCS Global Services

SCS Global Services, is a trusted leader in third-party environmental, sustainability and quality certification, auditing, testing and standards development. SCS is playing a leading role in driving the development of national and international leadership standards to create a framework for continuous improvement.

KI promotes sustainable decision-making and policies that safeguard the environment, support workers' and communities, and raise the standard for living for all. Below is certification verification by product categories and function, with the corresponding certificate number.

CERTIFICATE # AND CATEGORIES



SCS Indoor Advantage
Cert #: SCS-IAQ-03110 - Systems/Overheads



SCS Indoor Advantage Gold
Cert #: SCS-IAQ-03102 - Seating
Cert #: SCS-IAQ-03107 - Tables
Cert #: SCS-IAQ-03109 – Desking/Storage
Cert #: SCS-IAQ-03115 – Movable Walls

The majority of KI products have been certified under the SCS Indoor Advantage program. To view product certificates, please go to www.scsglobalservices.com.



Product Category: Stack Seating

Standards:

- LEED
- WELL Building Standard™

Certifications:

- SCS Indoor Advantage™ Gold
- BIFMA e3 level certified
- TB 117-2013 Compliant
- Healthier Hospitals Initiative (HHI)
- EPD Verified



Sustainable Programs Overview and/or Credit Identification

Please refer to the KI contacts for actual project based LEED write-ups, certifications, and submittal documents.

Recycled Content Summary (averaged): * Product recyclability is dependent on local programs.

Material*	Average % Weight	Recycled Content %	Post-Consumer		Pre-Consumer		Can be recycled?*
			%	% Weight	%	% Weight	
Steel	50.3%	25%	12.0%	6.0%	13.0%	6.5%	Y
Polypropylene - (inner seat board)	8.5%	100%	-	-	100%	8.5%	N
Polypropylene	31.8%	0%	-	-	-	-	-
Misc. (fabrics/foams, nylon)	9.4%	-	-	-	-	-	-
Sub Total	100%		6.0%		15.0%		
Total Overall Recycled Content			21.0%				

Packaging Material

Packaging options help to support LEED NC & CI – MR 2.1 and MR 2.2 <i>Construction Waste Management</i> or LEED EB - MR Prerequisite 1.1 <i>Source Reduction and Waste Management</i> .	Recycled Content %	% Post Consumer	% Pre Consumer	Can be recycled?*
Corrugated Packaging - From SCS Sources	60.0%	59.0%	1.0%	Y

Disclaimer: Numbers may vary based on model and options selected. Calculations of recycled content are based on data provided by suppliers and other available information. This data may include industry averages, ranges or other broadly based information. KI makes conservative assumptions when compiling information to provide the most accurate recycled content calculations possible. This document will be reviewed and updated periodically and is subject to change without notice.

SCS Indoor Advantage™ Gold

Certificate can be found at: www.scsglobalservices.org

- Complies with ANSI/BIFMA X7.1/M7.1 and meets CA 01350.
 - ✓ LEED low-emitting materials credits
 - ✓ WELL Credit 04 – VOC Reduction



ANSI/BIFMA e3 level

Furniture Sustainability Standard.

- ✓ LEED Building product disclosure and optimization - material ingredients; Option 1 (material reporting)
- ✓ WELL Credit 97; Material Transparency



Ergonomics

Identify activities and benefits of ergonomics in furnishings, equipment, and education.

- ✓ LEED Pilot Credit 44: Ergonomic Strategy
- ✓ WELL Credit 73; Ergonomics: Visual and Physical

Regional Materials - Manufactured within 500 miles of the project location.

Manufactured: Green Bay, WI 54302 – 100%

Raw materials: Chicago/Palatine IL – 62.9%
Various WI Locations – 27.5%
Locations Outside 500 Miles – 9.4%

Environmental Product Declaration (EPD)

An EPD is an independently verified and registered document that communicates transparent and comparable information about the life-cycle environmental impact of a product.



Other Environmental Attributes:

Summary outline and explanation of additional certifications.

WELL Building Standard

The WELL Building Standard is the first standard to integrate human health and wellness into the design, construction, maintenance and operations of buildings.



SmartWay Certified

KI has a fleet of SmartWay Certified trucks, resulting in less fuel usage, decreased exhaust output, and economic savings. In addition, we utilize other SmartWay certified trucking companies when needed.



Healthier Hospital Initiative (HHI)

The Healthier Hospitals Initiative encourages manufacturers to provide information on furniture that meets the Healthy Interiors goals of the Safer Chemicals Challenge.



Other Attributes

End-of-Life Recycling & Reuse: KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. *Disassembly Instructions* can be found online or by request.

CLASSROOM DENSITY COMPARISONS

Intellect Wave[®], Learn2[®], Pirouette[®], Ruckus[™], Strive[®]

Room Size 22' x 30'

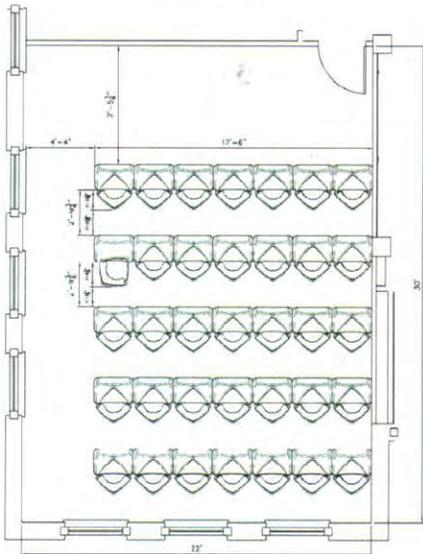
March 2017

CAPACITY COMPARISON

- 35 - Ruckus Chairs w/Ruckus Desks
- 30 - Ruckus Chairs w/Pirouette 24x60
- 30 - Ruckus Chairs w/Pirouette 24x66
- 35 - Ruckus Chairs w/Wave Desks
- 40 - Wave Chairs w/Wave Desks
- 35 - Learn2
- 30 - Strive Chairs w/Pirouette 24x60
- 30 - Strive Chairs w/Pirouette 24x66

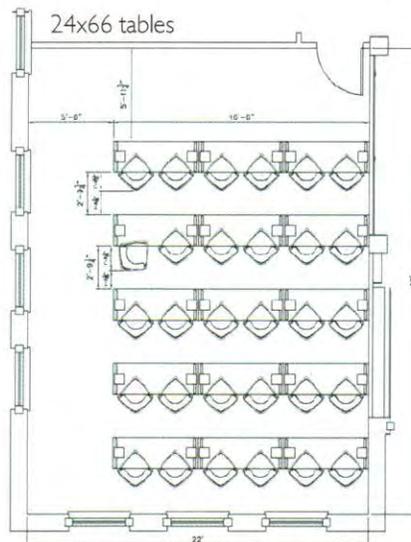
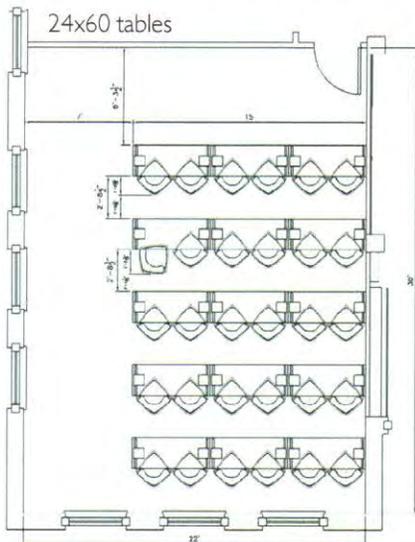
Ruckus with Ruckus

- Ruckus Stack Chairs w/Casters - qty 35
- Ruckus Desks - qty 35



Ruckus with Pirouette (24x60 or 24x66)

- Ruckus Stack Chairs w/Casters - qty 30
- Pirouette Tables (either size) - qty 15

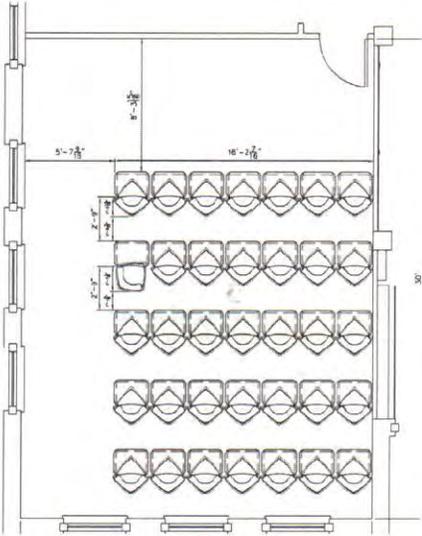


CLASSROOM DENSITY COMPARISONS (CONTINUED)

Room Size 22' x 30' | Intellect Wave®, Learn2®, Pirouette®, Ruckus™, Strive®

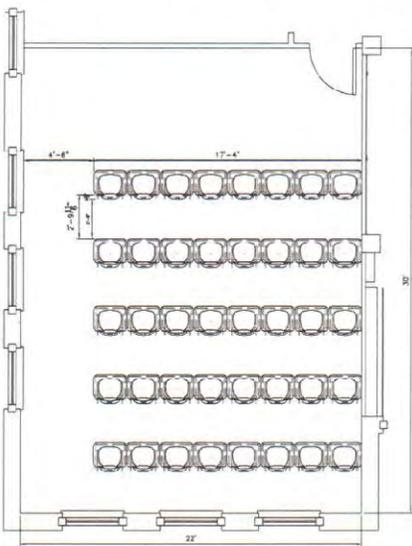
Ruckus with Wave

- Ruckus Stack Chairs w/Casters - qty 35
- Intellect Wave Desks - qty 35



Wave with Wave

- Intellect Wave Cantilever Chairs - qty 40
- Intellect Wave Desks - qty 40

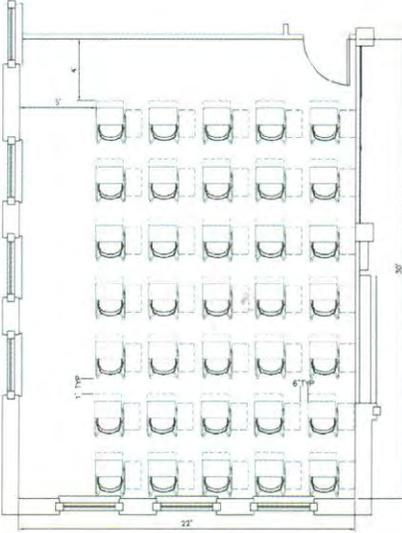


CLASSROOM DENSITY COMPARISONS (CONTINUED)

Room Size 22' x 30' | Intellect Wave®, Learn2®, Pirouette®, Ruckus™, Strive®

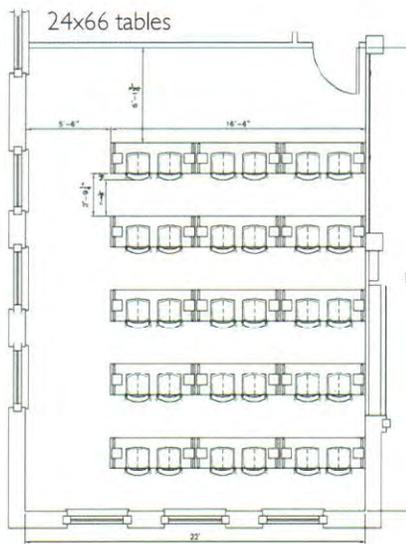
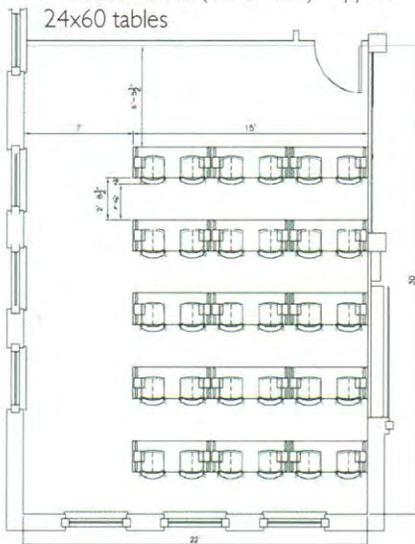
Learn2

- Learn2 with Dōni seats - qty 35



Strive with Pirouette (24x60 or 24x66)

- Strive 4-Leg Chairs w/Casters - qty 30
- Pirouette Tables (either size) - qty 15



WEIGHT RATINGS

KI Seating

June 17, 2020

500 POUND WEIGHT RATING

- Affina - bariatric seating, lounge seating (excludes open arm)
- Affina II and I.5 - recliner
- Arissa - lounge seating
- MyWay - lounge seating
- Perth - bariatric seating
- Soltice - bariatric seating
- Soltice II and I.5 - recliner
- Soltice Metal - bariatric seating
- Versa XL - seating

350 POUND WEIGHT RATING

- Grazie - task stool
- Intellect Wave - cantilever chair
- Katera - cafe stool, guest chair
- Learn2 - classroom seating
- Opt4 - 4-leg w/mesh seat (caster and glide)
- Opt4 - HD sled base w/poly seat
- Strive - task stool
- Voz - 4-leg and swivel

300 POUND WEIGHT RATING

- Affina - multiple seating
- Apply - 4-leg, sled base, cafe stool, task chair, task stool
- Calida - swivel base and wood leg
- Concerto - auditorium seating
- Diem - task chair
- FourC - task chair, task stool
- Itoki DP - guest chair
- Oath - task chair, task stool
- Opt4 - 4-leg w/poly seat (caster and glide)
- Rose - patient seating
- Sela - lounge seating
- Sift - guest chair, task chair, task stool
- Strive - nesting chair
- Tattoo - seating w/casters
- Torsion Air - 4-leg, nesting, sled base, task chair, task stool
- Torsion - 4-leg, sled base, task chair, task stool
- Torsion on the Go! - nesting chair

400 POUND WEIGHT RATING

- Affina - lounge seating (with open arms), recliner (AR), sleeper
- Altus - mesh task chair, fabric task chair, conference chair
- Doni - 4-leg (casters and glides), cafe stool, fourstar swivel, sled base, tapered metal leg, task chair, wire tower, tapered wood leg (ChangeUp tablet arm can support a 250 pound static load)
- Grazie - 4-leg (casters and glides), cafe stool, sled base, task chair
- Hub - modular seating
- Impress - guest chair, task chair, task stool
- Impress Ultra - task chair
- Intellect Wave - 4-leg, cafe stool and task chair
- Lyra - lounge seating
- Maestro - high density stack chair
- MyPlace - lounge seating
- Perth - recliner
- Pilot - task chair
- Ruckus - seating and stool
- Soltice - recliner (SR)
- Soltice Metal - guest seating, lounge seating, multiple seating
- Strive - 4-leg (casters and glides), cafe stool, high density chair, high density stool, sled base, task chair (ChangeUp tablet arm can support a 250 pound static load)
- Sway - lounge seating
- Tattoo - seating w/glides
- University Seating (standard base)
- Versa - conference chair (4-leg)

Seat Weight Rating refers to a seat's functional weight rating based on testing conducted by and within KI's Accredited Test Lab.



Note: KI contract grade seating not listed above has a 250 pound weight rating.



ATTACHMENT K – **BID SUMMARY SHEET**

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor **must** fill out the attached Bid Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) BID SUMMARY SHEET TABS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Line Item Pricing – Must be completed by Proposer



Bidder Info	
Company Name	Classroom Outfitters, LLC
Company Representative	Charles Frishman
Email Address	charles@classroomoutfitters.com
Phone Number	(954) 540-5275
Fax Number	(786) 738-8399
Website Address	www.classroomoutfitters.com
Street Address	19301 SW 106th Avenue
City	Miami
State	FL
Zip Code	33157
After Hours Contact	Charles Frishman (954) 540-5275 (same)
M/WBE Certification*	SBE
Agency Issuer*	Broward County Schools
*Review General Condition 52 prior to completing	

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
Thank you for your cooperation!

Proposer must list all the Manufacturers for which it can sell and distribute its products. Furthermore, Proposer must submit Letter of Authorization in Manufacturer's letterhead for every Manufacturer listed. Failure to submit Letter of Authorization by Manufacturer such Manufacturer will be considered as non-authorized by Proposer.

Installation Cost - Percentage of Total Order	20%
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Manufacturers			
Item	Manufacturer	Discount of MSRP	Category as per Section 2.1
1	Aarco Products	40%	Classroom
2	Allied Manufacturing	40%	Classroom
3	Alumni Educational Solutions	50%	Classroom
4	Angeles	10%	Early Childhood
5	BioFit	35%	Cafeteria
6	Carpets for Kids	15%	Early Childhood
7	Children's Factory	10%	Early Childhood
8	Classroom Outfitters, LLC	35%	Classroom
9	Diversified Woodcrafts	45%	STEM
10	FireKing	40%	Office
11	Fleetwood Furniture	30%	STEM
12	Ghent	35%	Other
13	Global Furniture Group	40%	Office
14	Hale Manufacturing	35%	Library
15	Hallowell	50%	Other
16	Haskell Office	40%	Office
17	Jonti-Craft	20%	Early Childhood
18	Joy Carpets	32%	Early Childhood
19	K & A Mfg., Inc. / RightAngle™	55%	Office
20	Krueger International (KI)	40%	Theater and Performance
21	Learning Carpets	10%	Early Childhood
22	Leisure Craft	3%	Outdoor
23	Luxor	51%	Library
24	MooreCo, Inc.	38%	Classroom
25	National Public Seating	38%	Theater and Performance
26	Norix Group, Inc.	35%	Library
27	Offices To Go	44%	Office
28	OFM Furniture	50%	Office
29	Oklahoma Sound	38%	Other
30	Palmer Hamilton	40%	Cafeteria
31	Paragon	38%	Classroom
32	Safco	32%	Library
33	Sandusky Lee	48%	Classroom
34	Screenflex	10%	Other



Procurement & Warehousing Services
Broward County Public Schools

FY21-106 - School and Department Furniture

35	SensoryOne	20%	STEM	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
37	Smith System	25%	Classroom	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
36	Superior Site Amenities	5%	Outdoor	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
38	VS America	22%	Classroom	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
39	Waddell	35%	Library	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
40	WB Manufacturing (formerly Wisconsin Bench)	50%	Theater and Performance	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
41	Whitney Bros.	25%	Early Childhood	https://www.dropbox.com/sh/geddlbo6i02l63r/AACmQ1AbvSHY609JCarBeavqa?dl=0
42				
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Proposer shall specify all the items for which Proposer cannot provide a Catalog listing MSRP

List Price						
Item	Manufacturer	Description	Part Number	Category as per 2.1	SBBC Cost	Lead Time in Days
1	N/A					
2						
3						
4						
5						
6						
7						
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Aarco Products, Inc
21 Old Dock Road, Yaphank, NY 11980
Tel. (631) 924-5461 Fax (631) 924-5843

July 21, 2020

To Whom It May Concern:

This is to certify that Classroom Outfitters LLC, residing at 19301 SW 106th Avenue Suite 11 Miami FL 33157 is an authorized dealer of AARCO Products for **Broward County Public Schools Bid: FY21-106 School and Department Furniture**. As such they are authorized to bid and/ or sell any and all products and to install and service such products including all initial services as well as warranty services.

Sincerely,

A handwritten signature in black ink, appearing to read "David Ciancio", with a long horizontal flourish extending to the right.

David Ciancio
Administrator



INNOVATIVE DESIGNS
FOR CREATIVE SPACES

The School Board of Broward County- RFP # FY21-106, School & Department Furniture

Letter of Authorization for Classroom Outfitters

7/16/20

This letter is to certify that Classroom Outfitters, is an authorized dealer for Allied Plastics Manufacturing Co., Inc. They are fully authorized to sell, install, and service our line.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Pryor".

Steve Pryor
Vice President



July 16 2020

Re: Authorized Dealer Letter

Classroom Outfitters, LLC

19301 SW 106th Avenue
Suite 11
Miami, FL 33157

The School Board of Broward County, Florida
Attn: Al Shelton, Purchasing Agent
RFP FY21-106 - School and Department Furniture

This letter is to confirm that Classroom Outfitters is an authorized Dealer for the Alumni Educational Solutions product line in the State of Florida to market, sell, distribute, warrant or supply any product or service.

If there may be any concerns or questions regarding our distributor agreement, please do not hesitate to contact me at (519) 888-9300 or pgodwin@alumnicf.com

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Godwin". The signature is fluid and cursive, written over a light blue horizontal line.

Paul Godwin
General Manager
Alumni Classroom Furniture



July 16, 2020

To Whom It May Concern:

Please be advised that Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for Angeles / Angeles Corporation products for Broward County Public Schools Bid: FY21-106 – School and Department Furniture.

If you need additional information, please contact me. Thank you.

Sincerely,

Virginia Williams

Virginia Williams
National Account Manager
Office 314-821-1441
Cell 334-803-2546



314.821.1441
childrensfactory.com
510 S. McKinley Ave. Union, MO 63084



Jay L. Krause
National Contracts Manager

15500 Biofit Way
Bowling Green, OH 43402

July 14, 2020

Procurement & Warehousing Service Department
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

RE: Letter of Authorization / RFP FY21-106 – School and Department Furniture
Classroom Outfitters

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in “Good Standing” with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

Also, because of the dealer’s outstanding history of sales and commitment to service, we are providing this dealer a sole source letter for our brand.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Jay L. Krause".

Jay L. Krause



July 14, 2020

School Board of Broward County, Florida
7720 West Oakland Park Blvd. Suite 323
Sunrise, Florida 33351

Re: Broward (FL) County Schools' Furniture bid, FY21-106

This letter shall serve as confirmation that Classroom Outfitters, LLC is an authorized dealer for Carpets for Kids in the State of Florida and as such is authorized to submit a proposal for our products on Bid: FY21-106

Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for the state of Florida

Classroom Outfitters, LLC is a dealer for our entire product line and not restricted in any way.

Sincerely,

Kelli A. McPhee

Kelli McPhee
National Sales Manager
Carpets for Kids
248-514-5303



July 16, 2020

To Whom It May Concern:

Please be advised that Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for Children's Factory products for Broward County Public Schools Bid: FY21-106 – School and Department Furniture.

If you need additional information, please contact me. Thank you.

Sincerely,

Virginia Williams

Virginia Williams
National Account Manager
Office 314-821-1441
Cell 334-803-2546



314.821.1441
childrensfactory.com
510 S. McKinley Ave. Union, MO 63084



CLASSROOM OUTFITTERS



7/15/20

Classroom Outfitters, LLC
19301 SW 106th Ave, Suite 11
Miami, FL 33157

RE: Broward County Public Schools Bid FY21-106 – School and Department Furniture.

To whom it may concern:

Classroom Outfitters is an authorized dealer in good standing. As such, Classroom Outfitters has full access to our entire catalog of products, and is authorized to bid the Broward County Public Schools Bid FY21-106 – School and Department Furniture.

Please feel free to contact us directly if you have any questions or concerns regarding this submission.

Thank you,

Charles Frishman

T 954.540.5275

T 877.509.0664

F 786.738.8399

E charles@classroomoutfitters.com

Classroom Outfitters, LLC

19301 SW 106th Avenue

Suite 11

Miami, FL 33157

www.classroomoutfitters.com

<https://www.facebook.com/classroomoutfitters>

Certified Small Business Enterprise (SBE)

Veteran-Owned Small Business (VOSB)





7/14/ 2020

Broward County SD Bid#FY21-106

RE: Classroom Outfitters, LLC19301 SW 106th Avenue Suite 11
Miami, FL 33157

Dear Procurement Professional,

Please be advised that the dealer listed above is in good standing with our firm. Therefore they are a Diversified Woodcrafts, Inc. authorized distributor/dealer. As such I give my support Classroom Outfitters, LLC19301 SW 106th Avenue Suite 11Miami, FL 33157 for the aforementioned and do here by grant them permission to add their company as an authorized agent on our behalf (to include: service, warranty, installation, etc.).

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Surowiec", written in a cursive style.

Edward Surowiec
Diversified Woodcrafts, INC
esurowiec@diversifiedwoodcrafts.com
1 877 348 9663 x 183
920 373 6101
www.diversifiedwoodcrafts.com



900 Park Place
New Albany, IN 47150

PHONE 800-457-2424
Fax 800-227-7513

www.fireking.com

July 15, 2020

RE: Manufacturer Authorization Letter for Classroom Outfitters
Broward County Public Schools Bid: FY21-106-School and Department Furniture

To Whom It May Concern:

Classroom Outfitters is an authorized dealer in good financial standing for **FireKing International** and, thereby authorized to provide our full line of products on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew N. Habeeb".

Andrew N Habeeb | Director of Sales

FireKing International | 900 Park Place | New Albany, Indiana 47150

Direct: 812.542.3429 | Cell: 502.777.7776 | Fax: 812.542.3157 | www.fireking.com

Andrew.habeeb@fireking.com



July 17, 2020

RE: Letter of Authorization Broward County RFP #FY21-106 School Department Furniture

Classroom Outfitters, LLC

To Whom it May Concern:

Please be advised that Classroom Outfitters, LLC is an authorized Fleetwood Furniture dealer and is authorized to bid and sell Fleetwood Furniture products and to provide installation services on Broward County RFP #FY21-106 School Department Furniture. If you have any questions, please do not hesitate to contact me directly.

Respectfully,

Drew Ericks

Drew Ericks
Contract Manager
Fleetwood Furniture
drewe@fleetwoodfurniture.com



2999 Henkle Drive | Lebanon, Ohio 45036 | 800.543.0550 | T 513.932.3445 | ghent.com

July 20, 2020

RE: Letter of Authorization:

Broward County Bid RFP FY21-106

**Classroom Outfitters
19301 SW 106th Avenue, Suite 11
Miami, FL 33157**

To Whom It May Concern:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Regards,

John D'Agostino
Chief Operating Officer



16 July 2020

THE SCHOOL BOARD OF BROWARD COUNTY
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard
Suite 323
Sunrise, FL 33351-6704

Manufacturer's Confirmation of Authorized Servicing Dealer for School Board of Broward County Request for Proposals (RFP): FY21-106 – School and Department Furniture – Classroom Outfitters

Dear School Board of Broward County:

Global Industries, Inc. ("Global") is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty markets furniture and related ergonomic accessories. Global Furniture Group and Offices To Go are trade styles of Global products. Global has been a supplier to the School Board of Broward County for many years and has a substantial installed base of products throughout the district's schools and facilities.

Per Section #4.4.3 of the School Board of Broward County's current RFP #FY21-106 – School and Department Furniture (page 11 of 42), please accept this correspondence as confirmation that Classroom Outfitters is an authorized servicing dealer in good standing. They are approved to represent, specify, quote, sell and service Global Furniture Group and Offices To Go products to the School Board of Broward County and throughout the State of Florida.

Classroom Outfitters is authorized to submit a sealed bid specifying Global Furniture Group and Offices To Go products for the School Board of Broward County's current RFP #FY21-106 – School and Department Furniture.

Please feel free to contact me directly if you have any questions or concerns regarding this submission. Global appreciates your ongoing support and looks forward to continuing to serving Broward County's school board members through this agreement's forthcoming term.

Regards,

Joseph Freund

JOSEPH FREUND
Contracts Manager & Authorized Representative
jfreund@globalfurnituregroup.com



HALE MANUFACTURING CO.
P.O. BOX 186 FRANKFORT, NY 13340

Tel. 315.894.5490
Fax 315.894.5046



The School District of Broward County
600 SE Third Ave
Fort Lauderdale, FL

July 20th, 2020

To Whom It May Concern:

Classroom Outfitters, LLC, is an authorized vendor/distributor/installer/dealer for Hale Manufacturing in regards to Broward County Public Schools Bid: FY21-106- School and Department Furniture.

Sincerely-

Erika Romeo

Sales Director
Phone: 315-717-7509
Email: erika@halemfg.com



July 15, 2020

The School Board of Broward County

7720 West Oakland Park Blvd.

Suite 323

Sunrise, Fl 33351

RE: Request for Proposals (RFP): FY21-106 – School and Department Furniture

To whom it may concern,

Classroom Outfitters is an authorized Hallowell dealer and is able to market and sell our full line of products.

If you have any questions, please feel free to contact me at any time.

Boyd Bryson

Regional Sales Manager Florida, Alabama and Puerto Rico

Hallowell

(407) 201-1419

boymbryson@hallowell-list.com



haskell
EDUCATION

July 15, 2020

The School Board of Broward County, Florida

Attn: Al Shelton, Purchasing Agent

RE: RFP FY21-106 - School and Department Furniture

This letter shall serve as confirmation that Classroom Outfitters is an authorized dealer for Haskell Education in the State of Florida and as such is authorized to submit a proposal for our products on RFP FY21-106.

Classroom Outfitters as our dealer is authorized to provide installation service, warranty service work and/or maintenance service work.

Classroom Outfitters is a dealer for our entire product line and not restricted in any way.

Haskell Education agrees to assume or assign to another distributor the obligations contained in RFP FY21-106 in the case that Classroom Outfitters is no longer able to meet the contract requirements.

Sincerely,

Cristel Hutchinson
Vice President, Sales

/tpk



July 14, 2020

Classroom Outfitters, LLC
19301 SW 106th Ave, Suite 11
Miami, FL 33157

RE: Broward County Public Schools Bid FY21-106 – School and Department Furniture.

To whom it may concern:

Classroom Outfitters is an authorized dealer in good standing with Jonti-Craft, Inc. As such, Classroom Outfitters has full access to all Jonti-Craft product lines, and is authorized to bid the Broward County Public Schools Bid FY21-106 – School and Department Furniture.

Please feel free to contact us directly if you have any questions or concerns regarding this submission.

Sincerely,

Matt Hinkle
National Sales Manager – Jonti-Craft, Inc.
mhinkle@jonti-craft.com
507-342-5169 x6010



JOY CARPETS & Co.

P.O. Box 5379 • 2640 Lafayette Rd. • Ft. Oglethorpe, GA 30742-0579 USA

(706) 866-3335 • (800) 645-2787 • Fax (706) 866-7928

www.joycarpets.com

E-mail: joycarpets@joycarpets.com

July 21, 2020

Re: Broward County Public Schools Bid #FY21-106

School and Department Furniture

To Whom It May Concern:

Please be advised that Classroom Outfitters, L.L.C., 19301 SW 106th Ave., Suite 11, Miami, FL 33157 is an authorized vendor, distributor, installer, and dealer for Joy Carpets & Co, Inc. Classroom Outfitters is authorized to bid our products for the Broward County Public Schools Bid #FY21-106 for School and Department Furniture.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Yours truly,

A handwritten signature in black ink that reads "Joy J. Dobosh".

Joy J. Dobosh

Chief Executive Officer

Joy Carpets & Co., Inc

"A Thing of Beauty is a Joy..."



June 30, 2020

To: The School Board of Broward Co

Reference: **Request for Proposals (RFP): FY21-106 – School and Department Furniture**

TO Whom it may Concern,

Classroom Outfitters, Cutler Bay, Florida, is an authorized Servicing dealer for Krueger International, Inc. (KI).

Thank you

Suzanne M. Kimps
Bid/Quote Department Senior Project Coordinator

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100

Tel 920-468-8100
Fax 920-468-0280



July 16, 2020

To Whom It May Concern:

Please be advised that Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for Learning Carpets products for Broward County Public Schools Bid: FY21-106 – School and Department Furniture.

If you need additional information, please contact me. Thank you.

Sincerely,

Virginia Williams

Virginia Williams
National Account Manager
Office 314-821-1441
Cell 334-803-2546



314.821.1441
childrensfactory.com
510 S. McKinley Ave. Union, MO 63084



leisure craft INC.

P.O. Box 1700 • Hendersonville, NC 28793

Tel: (800) 633-8241 • Tel: (828) 693-8241 • Fax: (828) 693-1803 • www.leisurecraftinc.com • sales@leisurecraftinc.com

July 22, 2020

Reference: Broward County Public Schools Bid: GY21-106 School and Department Furniture

To Whom It May Concern

This letter is to certify Classroom Outfitters is an authorized dealer for Leisure Craft Inc. They are fully authorized to sell, install, and service all lines of Leisure Craft Inc., outdoor furniture, and equipment in support of Broward County Public Schools referenced above.

Please feel free to contact me should you have any questions.

Sincerely,

Richard J. Herman

LUXOR

INNOVATIVE WORKSPACE PRODUCT SOLUTIONS

July 21st, 2020

To whom it may concern:

This letter confirms CLASSROOM OUTFITTERS, LLC of 19301 SW 106TH AVE SUITE 11 Miami, FL 33157 is an authorized dealer of all Luxor products.

CLASSROOM OUTFITTERS, LLC is authorized to sell our products through the BROWARD COUNTY SCHOOLS RFP:FY21-106

Any questions regarding the relationship between Luxor and CLASSROOM OUTFITTERS, LLC should be directed to:

Luxor
2245 Delany Rd.
Waukegan, IL 60087

Tel: 800-323-4656
Fax: 800-327-1698
Email: jdelgado@luxorfurn.com

Sincerely,
Juan Delgado
Inside Sales Representative



Corporate HQ & Manufacturing
2885 Lorraine Ave. | Temple, TX 76501
P: 800.749.2258 | F: 866.888.7483

Showroom
4930 S. Congress Ave. #305 | Austin, TX 78745
P: 800.749.2258

July 20, 2020

RE: Letter of Authorization – Classroom Outfitters
The School Board of Broward County- RFP # FY21-106, School & Department Furniture

To Whom It May Concern,

Classroom Outfitters is an authorized reseller, in good standing, on behalf of MooreCo, and is able to sell, install and service our products. We hereby extend our full warranty to Classroom Outfitters for all MooreCo, Inc. products they sell on the above referenced contract.

Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

Scott Kurtzman

Scott Kurtzman
Bid/Contract Manager
skurtzman@moorecoinc.com
Office: 800.749.2258
Cell: 419.989.1269



149 Entin Road
Clifton, New Jersey 07014
973.594.1100
973.594.1500 - Fax

CLIFTON NJ 07014
FONTANA CA 92337
MEMPHIS TN 38106

July 13, 2020

The School Board of Broward County, Florida
RFP FY21-106 - School and Department Furniture

To whom this may concern:

This letter is to confirm that Classroom Outfitters, LLC is an authorized Dealer for the National Public Seating & Oklahoma Sound products line & is authorized to quote on this referenced bid.

If there are any concerns or questions regarding our distributor agreement please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Bresler', with a long horizontal flourish extending to the right.

Mark Bresler
Sales manager
973-594-1100 x 129
mbresler@nationalpublicseating.com



16 July 2020

THE SCHOOL BOARD OF BROWARD COUNTY
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard
Suite 323
Sunrise, FL 33351-6704

Manufacturer's Confirmation of Authorized Servicing Dealer for School Board of Broward County Request for Proposals (RFP): FY21-106 – School and Department Furniture – Classroom Outfitters

Dear School Board of Broward County:

Global Industries, Inc. ("Global") is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty markets furniture and related ergonomic accessories. Global Furniture Group and Offices To Go are trade styles of Global products. Global has been a supplier to the School Board of Broward County for many years and has a substantial installed base of products throughout the district's schools and facilities.

Per Section #4.4.3 of the School Board of Broward County's current RFP #FY21-106 – School and Department Furniture (page 11 of 42), please accept this correspondence as confirmation that Classroom Outfitters is an authorized servicing dealer in good standing. They are approved to represent, specify, quote, sell and service Global Furniture Group and Offices To Go products to the School Board of Broward County and throughout the State of Florida.

Classroom Outfitters is authorized to submit a sealed bid specifying Global Furniture Group and Offices To Go products for the School Board of Broward County's current RFP #FY21-106 – School and Department Furniture.

Please feel free to contact me directly if you have any questions or concerns regarding this submission. Global appreciates your ongoing support and looks forward to continuing to serving Broward County's school board members through this agreement's forthcoming term.

Regards,

Joseph Freund

JOSEPH FREUND
Contracts Manager & Authorized Representative
jfreund@globalfurnituregroup.com





149 Entin Road
Clifton, New Jersey 07014
973.594.1100
973.594.1500 - Fax

CLIFTON NJ 07014
FONTANA CA 92337
MEMPHIS TN 38106

July 13, 2020

The School Board of Broward County, Florida
RFP FY21-106 - School and Department Furniture

To whom this may concern:

This letter is to confirm that Classroom Outfitters, LLC is an authorized Dealer for the National Public Seating & Oklahoma Sound products line & is authorized to quote on this referenced bid.

If there are any concerns or questions regarding our distributor agreement please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Bresler', with a long horizontal flourish extending to the right.

Mark Bresler
Sales manager
973-594-1100 x 129
mbresler@nationalpublicseating.com



July 20, 2020

Charles Frishman
Classroom Outfitters, LLC
19301 SW 108th Ave
Miami, FL 33157

Re: Broward County Public School Bid: FY21-106 - School and Department Furniture

Mr. Frishman,

Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for the Broward County Public Schools Bid L FY21-106.

Please contact me or Greg Sandoval, our Exclusive local Representative if you have questions about this authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Karl".

Bill Karl
Vice President of Sales



Broward County Public Schools
600 SE 3rd Ave
Fort Lauderdale, FL 33301

RE: The School Board of Broward County, Florida RFP FY21-106

July 22, 2020

To Whom It May Concern,

Classroom Outfitters, LLC is an authorized distributor of products manufactured by OFM. As such, they have been provided with all the information necessary to distribute our products. In addition, they are authorized to carry out all assembly, and installation. We will also provide them with any information or product necessary to warranty the product and to ensure the customer that products built buy OFM will serve their intended purpose.

Regards,

Angela Miller
National Account Manager
OFM

AM/pau



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

July 20, 2020

The School Board of Broward County, Florida
Attn: Al Shelton, Purchasing Agent

RE: Letter of Authorization / RFP FY21-106/ School and Department Furniture
Classroom Outfitters, LLC

Dear Mr. Shelton:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Jay L. Krause".

Jay L. Krause

July 20th, 2021

Charles Frishman
Classroom Outfitters, LLC
19301 SW 108th Ave
Miami, FL 33157

Re: Broward County Public School Bid: FY21-106 - School and Department Furniture

Mr. Frishman,

Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for the Broward County Public Schools BidL FY21-106.

Please contact myself or Greg Sandoval, our Exclusive local Representative if you have questions about this authorization.

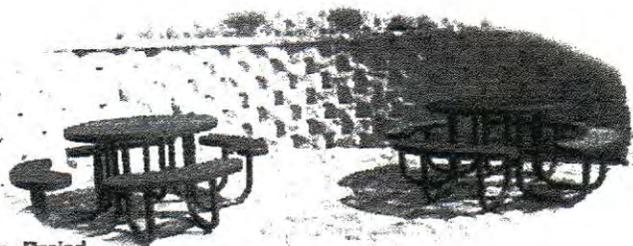
Sincerely,



Matt Erickson
Sales Director
Premier Polysteel
A division of ADA Enterprises, Inc.
877-746-3826 - US and Canada
507-402-0132 - Mobile
641-323-7268 - Direct
matt@premierpolysteel.com



PREMIER POLYSTEEL
The Best Commercial Outdoor Furniture Available. Period.
www.premierpolysteel.com • 877-746-3826





July 20, 2020

Al Shelton
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Suite 323
Sunrise, FL 33351-6704

RE: RFP FY21-106
Letter of Authorization for Classroom Outfitters LLC

To Whom It May Concern:

This letter is to confirm that Classroom Outfitters LLC is an authorized dealer in good-standing for RightAngle™ Products by K & A Mfg., Inc. As our dealer, Classroom Outfitters LLC is thereby authorized to warrant bids, distribute, market and install our full line of products to The School Board of Broward County, Florida RFP FY21-106.

K & A Mfg., Inc. / RightAngle™ Products can guarantee an uninterrupted source of supply, with sufficient quantities of product, for the duration of the relationship period. We further agree to all warranty requirements for the products purchased under this contract.

Please do not hesitate to contact me if you have any further questions.

Regards,

A handwritten signature in cursive script that reads 'Shelley Montgomery'.



Shelley Montgomery

National Sales Manager

RightAngle Products/K&A Mfg. Inc.

p: 800-2984351 ext. 121/cell: 770-722-7058

w: www.raproducts.com/ e: shelley@raproducts.com





July 20, 2020

RE: The School Board of Broward County, Florida
Attn: Al Shelton, Purchasing Agent
RFP FY21-106 - School and Department Furniture

To Whom It May Concern:

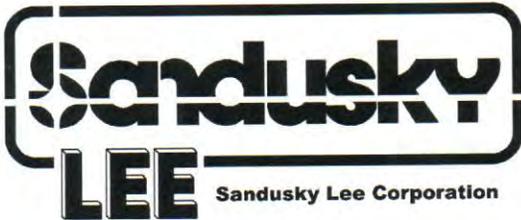
Classroom Outfitters, located at 19301 SW 106th Avenue Suite 11 Miami, FL 33157 is an authorized dealer in good standing for Safco Products and thereby authorized to sell our products on the above referenced solicitation.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Sharad Mathur'. The signature is written in a cursive style with a horizontal line underneath the name.

Sharad Mathur
VP Sales, Safco Products
Safco Products
800-328-3020



July 22, 2020

The School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351-6704

Attention: Procurement & Warehousing Services Dept.

RE: Bid #RFP FY21-106 School and Department Furniture

To Whom It May Concern:

This letter is to verify that Classroom Outfitters is an authorized Sandusky Lee dealer and is thereby authorized to bid and sell the entire Sandusky Lee product line to The School Board of Broward County, Bid # RFP FY21-106 School and Department Furniture.

Thank you.

Regards,

Ronald J. Nickle

Ronald J. Nickle, VP of Sales
Sandusky Lee Corporation
Phone: 800-336-0671 ext. 405
Email: rnickle@sanduskycabinets.com



SensoryOne

8695 Escarpment Way Unit 7

Milton ON M5M 2A2

Tel: 416 303 7475

July 21 2020

Charles Frishman

Classroom Outfitters, LLC

19301 SW 108th Ave

Miami, FL 33157

Re: Broward County Public School Bid: FY21-106 - School and Department Furniture

Dear Mr. Frishman,

Classroom Outfitters, LLC is an authorized vendor/distributor/installer/dealer for the Broward County Public Schools BidL FY21-106.

Please contact myself or Greg Sandoval, our Exclusive local Representative if you have questions about this authorization.

Sincerely;


Alan Fine

President



The World's Highest Quality Portable Room Dividers!

July 21, 2020

Mr. Charles Frishman
Classroom Outfitters, LLC
19301 SW 106th Avenue, Suite 111
Miami, FL 33157

Re: Broward County Public Schools Bid: FY21-106 – School and Department Furniture

Dear Mr. Frishman:

Thank you for your interest in Screenflex Portable Partitions. This letter hereby certifies that Classroom Outfitters, LLC of Miami, Florida is an authorized Screenflex dealer.

Classroom Outfitters, LLC is a dealer in good standing, and is fully authorized to sell Screenflex products on the above contract.

Please let me know if you have any questions or need additional information. Thank you again for your interest in Screenflex.

Best regards,

A handwritten signature in blue ink, appearing to read "K. Maas", written in a cursive style.

Kevin Maas
National Accounts Manager



P.O. Box 860415 Plano, Texas 75086
(972) 398-4050 Fax (972) 398-4051
1-800-328-1061

July 16, 2020

The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

RE: Letter of Authorization for Classroom Outfitters
Invitation to Bid FY21-106 – School and Department Furniture

Classroom Outfitters is an authorized dealer in good standing for Smith System MFG and, thereby authorized to provide our full line of products on the above referenced project. This letter will be good through July 31, 2023.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lorrie Skwarek', with a horizontal line underneath.

Lorrie Skwarek
Bid Manager



SUPERIOR
RECREATIONAL PRODUCTS

7/15/2020

To Broward County schools,

The following companies have been approved and “certified” to represent and install Superior Recreational Products lines as Product Certified Dealers:

Classroom Outfitters

19301 SW 106th Ave Suite 11

Miami FL 33157

The items listed below are installed with our understanding and confidence that an and all playground safety standards, as per ASTM 1487-07 and ASTM F2223-04, are fully adhered to, and confirmed by our Product’s Representative. These items include:

- Superior Site Amenities

I hope this letter conveys the confidence that we as a manufacturer place on our valued representative in the field. Please feel free to contact me with any questions.

Kind regards,

Shann McGuire

FROM THE DESK OF

Shann McGuire
National Partner Manager

678.390.1638 o
678.772.4772 c
770.832.6660 m
smcguire@siibrands.com

1050 Columbia Drive
Carrollton, GA 30117
buysii.com



VS America, Inc.
1940 Abbott Street
Unit 501
Charlotte, NC 28203

July 21, 2020

The School Board of Broward County
Attn: Purchasing Department
7720 W. Oakland Park Blvd.
Suite 323
Sunrise, FL 3351-6701

To whom it may concern,

VS America would like to confirm that School Outfitters, LLC is an authorized VS dealer and has rights to sell VS products to The School Board of Broward County for current bid item FRP# FY21-106.

Best Regards,
VS America, Inc.



512 S. Washington St | Greenfield, OH 45123 | 800-622-1331 | T937-981-7724 | waddellfurniture.com

July 20, 2020

RE: Letter of Authorization:

Broward County Bid RFP FY21-106

**Classroom Outfitters
19301 SW 106th Avenue, Suite 11
Miami, FL 33157**

To Whom It May Concern:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in black ink that reads "John D'Agostino". The signature is written in a cursive, flowing style.

John D'Agostino
Chief Operating Officer



507 E. Grant
St. Thorp, WI
54771
P - 800.242.2303
F - 715.669.5929
wibenchmfg.com

Date July 15, 2020

RE: Letter of Authorization for The School Board of Broward County, Florida

Attn: Al Shelton, Purchasing Agent

RFP FY21-106 - School and Department Furniture

Classroom Outfitters is an authorized dealer of WB Manufacturing and a recommended service company for both installation and maintenance of units required for our products.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Sincerely,

Lore Nowobielski

Sales Administrative Lead

WB Manufacturing LLC

O 800.242.2303 ext.172

F 715.669.5929

wibenchmfg.com

We Can.
DESIGN. BUILD. DELIVER.



July 15, 2020

Mary Coker, Director of Procurement
Broward County Public Schools
7720 W. Oakland Park Blvd, Ste 323
Sunrise, FL 33351

Reference: Broward County Schools Furniture bid, FY21-106

Dear Ms. Coker,

This letter confirms that Classroom Outfitters, LLC of Miami is authorized by Whitney Brothers® to represent our complete product portfolio to the Broward County Schools Furniture bid, FY21-106.

Please know that because of its unique competency and proven customer-centric acumen, Classroom Outfitters LLC is one of a very select few resellers that Whitney Brothers® has authorized to represent our brand in Florida. We therefore strongly recommend your engagement of their organization on this contract to access our award-winning brand and products.

If you have any questions or need additional information, I welcome your contact at any time.

My thanks for your attention and consideration,



Brian Vaillancourt
VP Sales & Marketing

603.352.2610 x112

brianv@whitneybros.com

93 Railroad St., Keene NH 03431

www.whitneybros.com



Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

S/M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion	Maximum Points
<p>A maximum of fifteen (15) points, as described in the Evaluation Points Table will be awarded for SBE Participation.</p> <p><u>SBBC Certified SBE Proposers</u> who are self-performing will be awarded up to a maximum of seven and a half (7.5) Evaluation preference points. SBE Proposer must identify itself on the Bidder/Proposer Assurance Statement, Document 00500.</p> <p>Additional points will be awarded <u>IF</u> the SBE Prime choose to subcontract a percentage of the total contract value to a SBBC Certified SBE Firm(s), as described in the Evaluation Points Table. <u>(All SBBC Certified S/M/WBEs are considered SBEs).</u></p> <p><u>Proposers</u> committing to subcontracting a percentage of the total contract value to a SBBC Certified SBE firm(s) at the time of submission will be awarded up to a maximum of seven and a half (7.5) points, as described in the Evaluation Point Table. (All SBBC Certified S/M/WBEs are considered SBEs).</p> <p>Prior to final approval, the proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the <i>Form 00470</i> - Statement of Intent to Perform as a SMWBE Subcontractor - and <i>Form 00475</i> - Subcontractor Participation Schedule - (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.</p> <p>Provide proof, in writing, that the SBE proposer is certified by The School Board of Broward County (SBBC), Florida.</p>	15
<p>MAXIMUM POINTS TO BE AWARDED</p>	15
<p>*If awarded, the Awardee will be required to submit <i>Form 00485</i> - Minority or Women Business Enterprise (MWBE) Monthly Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission.</p> <p><u>State your willingness to comply with this requirement.</u></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>



**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: FY21-106 – Broward Schools Furn

CONTRACT #: TBD

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: Yes No

Apricot Office Interiors, Inc. _____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation

The S/M/WBE subcontractor will enter into a formal agreement with Classroom Outfitters, LLC
(Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	TBD - School or Department Furniture	\$	15.00 %
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$ 0	15 %

S/M/WBE SUBCONTRACTOR SIGNATURE

(Signature)
S/M/WBE Subcontractor

President
Title

Basil Bernard - Apricot Office Interiors, Inc.

(Print)
Name of S/M/WBE Subcontractor

7/20/20
Date



**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE 07/21/2020

SOLICITATION INFORMATION						
Contract #:	TBD	Project Start Date:	10/01/2020			
Project Name:	TBD					
Project Location:	TBD - Broward County					
Bidder/Proposer:	Classroom Outfitters, LLC					
Address:						
Contact Person:	Charles Frishman	Email Address:	charles@classroomoutfitters.com	Phone #:	(954) 540-5275	
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/ Proposer	Classroom Outfitters, LLC (Also an SBE)	19301 SW 106th Ave., Suite 11, Miami, FL 33157	(954) 540-5275	TBD	85 %	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor	Apricot Office Interiors, Inc.	20401 NW 2nd Ave. Ste 220, Miami Gardens, FL 33169	(305) 517-1288	TBD	15 %	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:						\$

BIDDER/PROPOSER SIGNATURE		
<p>The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.</p>		
 Bidder/Proposer Signature	Charles A. Frishman Name & Title (Print)	07/21/2020 Date



S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION

Project Name:	Broward School and Department Furniture		
Report #:	FY21-106 - TBD		
Reporting Period:	_____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
		15%	
Prime Contractor Name:	Classroom Outfitters, LLC		
Prime Contractor Street Address:	1930 SW 106th Avenue, Suite 11, Miami, FL 33157		
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
(954) 540-5275	charles@classroomoutfitters.com		

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR	36-4626586	Classroom Outfitters, LLC	Y	TBD	\$	\$		\$
SUBCONTRACTOR		Apricot Office Interiors, Inc.	Y	TBD	\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All S/M/WBE Subcontractors					\$0	\$0		\$0

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature)	Charles A. Frishman	Prime Contractor Authorized Personnel (Print)	Educational Consultant
		Title	
			Date
			7/21/20

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
N/A		

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Charles A. Frishman
Signature

Classroom Outfitters, LLC
Company Name

Charles A. Frishman
Name of Official

19301 SW 106th Avenue, Suite 11
Business Address

Miami, FL 33157
City, State, Zip Code

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
Classroom Outfitters, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
19301 SW 106th Avenue, Suite 11

6 City, state, and ZIP code
Miami, FL 33157

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
3	6	-	4	6	2	6	5	8	6

Part II Certification

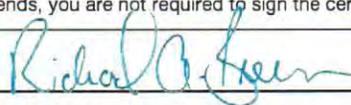
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ March 18th, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by Charles A. Frishman

(Print individual's name and title)

for Classroom Outfitters, LLC

(Print name of entity submitting sworn statement)

whose business address is

19301 SW 106th Avenue, Suite 11, Miami, FL 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is 36-4626586

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

N/A.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Charles A. Frishman

(Signature)

Sworn to and subscribed before me this 22nd day of July, 2020.

Personally known _____

or

Produced Identification _____

(Type of Identification)

Notary Public State of Florida

My commission expires: January 12, 2024

Laura Varela

(Printed, typed, or stamped commissioned name of notary public)



ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Classroom Outfitters, LLC

Organization Name

Charles A. Frishman, Educational Consultant

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

7/21/20

Date

ATTACHMENT I – WORKERS' COMPENSATION AFFIDAVIT
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

Classroom Outfitters, LLC (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: Charles A. Frishman

Print/Type Name: Charles A. Frishman

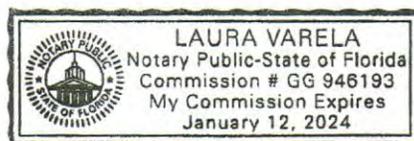
Title: Educational Consultant

Sworn to and subscribed before me this 22nd day of July, 2020.

Notary Public Signed: Laura Varela

Notary Public Print: Laura Varela

Notary Stamp Below:





2020 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/19

This Certificate Expires on December 31, 2020

Business Name and Location Address

Certificate Number

CLASSROOM OUTFITTERS LLC
19301 SW 106TH AVE STE 11
CUTLER BAY, FL 33157-7647

23-8014936818-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CLASSROOM OUTFITTERS



7/20/20

Manufacturer's Warranties

Global Furniture:



Link to Details: <https://www.globalfurnituregroup.com/education/customer-service/warranty>

Seating Type	Components Warranty for Original Purchaser	Use Time For Warranty Coverage	Exceptions
General commercial seating	Lifetime	8 hours / 5 days per week	Foam/upholstery/textiles/mesh/electrical devices - 5 years Control mechanisms - 12 years
Heavy duty seating	12 years	24 hours / 7 days per week	Foam/upholstery/textiles - 5 years





CLASSROOM OUTFITTERS



Product Type	Components Warranty for Original Purchaser	Exceptions
Metal storage and filing	Lifetime	None
Laminate/wood veneer desks and modular furniture	Lifetime	Tackboard textiles, electrical devices, task lights - 5 years
Boardroom, conference and training tables	Lifetime	Electrical devices - 5 years Moving parts - 5 years
Panels	Lifetime	Panel textiles, electrical devices, task lights - 5 years
Coat racks and lecterns	5 years	None
Folding tables (laminated & molded)	1 years	None
Height adjustable tables	5 years	Motorized parts (on electrical tables) - 2 years

Kruger International (KI): Limited Lifetime Warranties for most items



Furnishing Knowledge®

Limited Lifetime Warranty on most items

15 years on most accessories

Fabrics 3-5 years

Link to Details: <https://p.widencdn.net/nxaeaz/Terms-Conditions-Rights-and-Warranties>



Procurement & Warehousing Services SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Classroom Outfitters, LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FOR

CERTIFICATION

Small Business Enterprise (SBE)

Non-Minority

ON THIS DAY **May 29, 2018**



Mary Catherine Coker
Director, Procurement & Warehousing Services



Certification #: **3330-01104 18**

Expiration Date: **5/28/2020**



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

February 6, 2018
In Reply Refer To: **00VE**

Mr. Richard Alan Brewer
Classroom Outfitters, LLC
DUNS: 016303010
19301 SW 106th Avenue, Suite 11
Miami, FL 33157

Dear Mr. Brewer:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Classroom Outfitters, LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Veteran-Owned Small Business (VOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Classroom Outfitters, LLC's continued eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into www.vetbiz.gov.

To promote Classroom Outfitters, LLC's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: http://www.vetbiz.gov/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses. <http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Classroom Outfitters, LLC is presently, as of the issuance of this notice, in compliance with the regulation, Classroom Outfitters, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Classroom Outfitters, LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Classroom Outfitters, LLC's verification application may be subject to Freedom of

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Richard Alan Brewer

Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Classroom Outfitters, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Classroom Outfitters, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the SBA to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Classroom Outfitters, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in cursive script that reads "Thomas J. McGrath". The signature is written in black ink and is positioned above the printed name and title.

Thomas J. McGrath
Director
Center for Verification and Evaluation

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L08000015447
FILED 8:00 AM
February 12, 2008
Sec. Of State
mthomas

Article I

The name of the Limited Liability Company is:
CLASSROOM OUTFITTERS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
8994 SW 212 LANE
MIAMI, FL. US 33189

The mailing address of the Limited Liability Company is:
8994 SW 212 LANE
MIAMI, FL. US 33189

Article III

The purpose for which this Limited Liability Company is organized is:
TO SELL EDUCATIONAL FURNITURE AND EQUIPMENT.

Article IV

The name and Florida street address of the registered agent is:
KRAMER & RASSNER, P.A.
7700 NORTH KENDALL DRIVE
SUITE 510
MIAMI, FL. 33156

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WAYNE RASSNER

Article V

The name and address of managing members/managers are:

Title: MGR
RICHARD A BREWER
8994 SW 212 LANE
MIAMI, FL. 33189 US

L08000015447
FILED 8:00 AM
February 12, 2008
Sec. Of State
mthomas

Article VI

The effective date for this Limited Liability Company shall be:

02/12/2008

Signature of member or an authorized representative of a member

Signature: RICHARD A. BREWER

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6313811

BUSINESS NAME/LOCATION

CLASSROOM OUTFITTERS LLC
19301 SW 106TH AVE 11
MIAMI FL 33157

RECEIPT NO.

RENEWAL
6580238

**EXPIRES
SEPTEMBER 30, 2020**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

CLASSROOM OUTFITTERS LLC
C/O RICHARD A BREWER PRES

SEC. TYPE OF BUSINESS

220 TANGIBLE PERSONAL PROP DLR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$75.00 07/08/2019
CREDITCARD-19-051386

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Sensory Products

At SensoryOne we offer the best in multi sensory equipment. Glimmering Fiber Optics, beautiful Bubble Tubes, passive and interactive Projection Systems and so much more.

Our services are available to help you determine the best choices for your space. Our specialized consulting will guide you whether you are creating a sensory stimulation zone, calming environment or a combination of both.

Request Info

High quality and 100% customer satisfaction are our top priorities.

Custom Sensory Rooms



[VIEW PRODUCTS >](#)

Our qualified team of experts are available to work with you from the beginning planning stages, design, and implementation of equipment. Sensory Rooms evolved from the Dutch concept for a calming/stimulating space. They are used in schools and other facilities that cater to children with special needs such as Autism.

Long term care and retirement homes have embraced the need for sensory tools for seniors. Dementia and Alzheimer's patients can derive tremendous benefit from multi sensory rooms.

Spennymoor Multi Sensory R...

Uses for sensory rooms and equipment include: education curriculum work, sensory integration, relaxation, reminiscence work, development, communication skills, drama, exploration of the senses, creating a quiet space, pain relief, massage and aroma therapy, counselling and assessment.



**OMI Interactive Projections
NEW! Autism Suite**

Motion activated experiences for sensory and learning environments



[VIEW PRODUCTS >](#)

Bubble Tubes
A great variety - small, med, large, giant & ultra giant bubble tubes

Lights and Projectors



Projectors and light effects, fiber optics

SoundBeam 6



"The Invisible Keyboard in Space" allows physically and/or mentally challenged to create and play music with even the slightest movement. **AWARD WINNING**

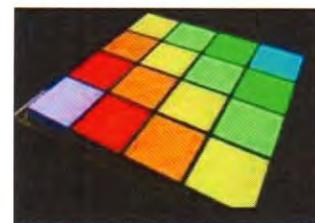
ADULT ELDER CARE S



Bubble Tubes



Interactive Floors & Wall Panels



Sensory Carts



Audio & Vibrational Pillows



**REVOLUTIONARY
NEW PRODUCT!**

A Safe Rebounder for a

Design your sensory to be mobile



Integrating Mindful Products

Toll Free: 1-877-232-3320
Email: customerservice@sensoryone.com

SensoryOne

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Products

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News/Research

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Mike Ayres Design Sensory ROOMS

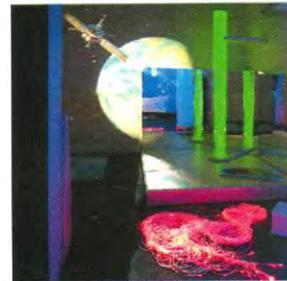
When designing a Sensory room or studio you need to have some plans in regards to:

- Theme (travel, seasons, space, curriculum topics, etc)
- Flexibility for change of Theme
- Learning specific skills
- Exploring
- Calming
- Drama
- Provide opportunities to have freedom of choice, expression and inclusion
- A flexible & easy-to-use control system
- Low tech materials

Main stream pupils can benefit from a Studio room that allows them to create sets, allow audience participation, learn curriculum work such as math, science, physical education, etc.



Allow us to work with you to create space that can be used by all and updated as required. Give us a call 1-866-315-9305 and use our knowledge the best dollar value for you ne



[Request Info](#)

[Mike Ayres Design Website](#)





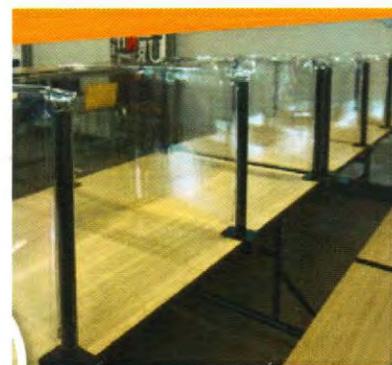
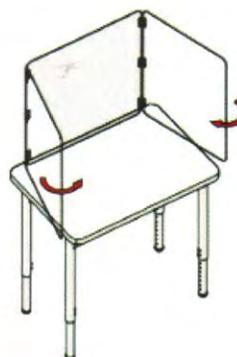
CLASSROOM OUTFITTERS



Acrylic and Plexiglass Safety Dividers

Multiple Classroom Outfitter Manufacturers' Solutions

-  Allied Plastics
-  Alumni Health Shield
-  Gebasa
-  Ghent
-  Ghent and Wadell
-  Krueger International -KI
-  Luxor
-  Mooreco
-  National Public NPS
-  Palmer Hamilton
-  Paragon
-  Right Angle
-  Safco
-  Screenflex
-  Waddell
-  Wenger
-  Whitney Brothers

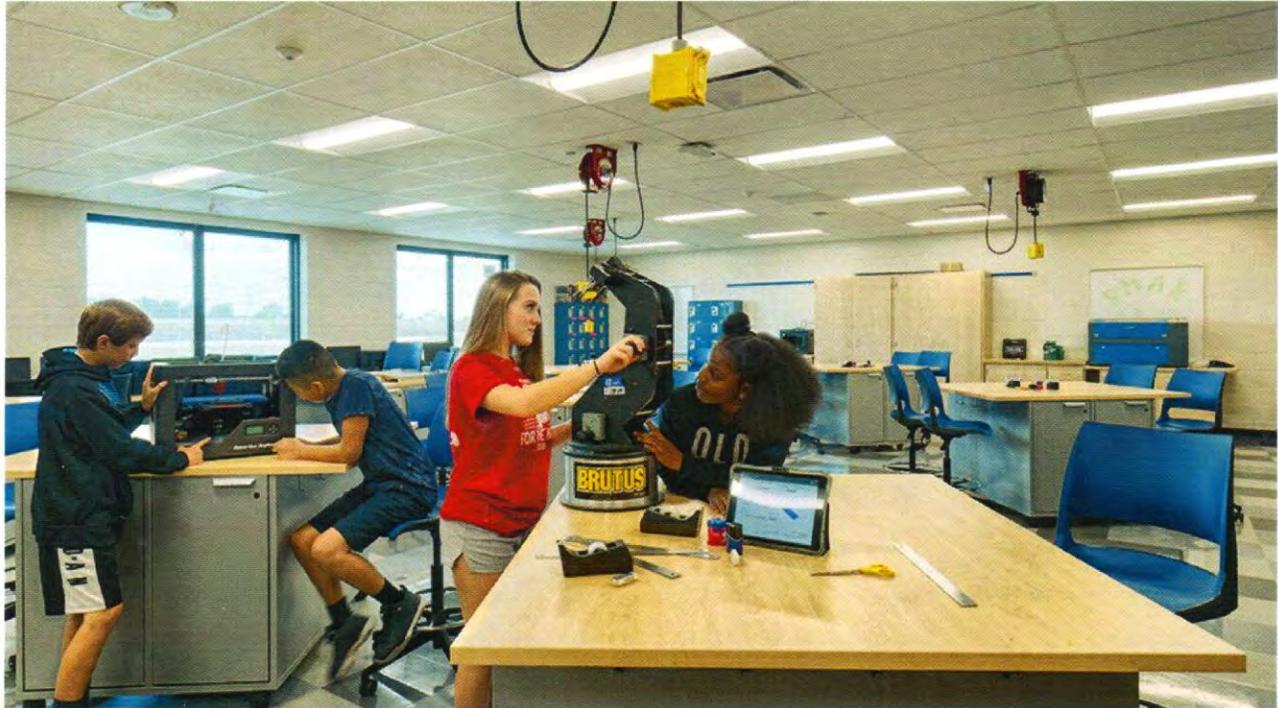


Alumni Health Shield Chair





Play, Make, Design: The Foundation of Makerspaces in Education



- **Play:** Students engage in activities because they want to and will have fun, not for any practical purpose.
- **Make:** Students create something -- a robot, a film, a bird house, even a story or play -- by combining parts.
- **Design:** Students create, fashion or construct an idea and execute it according to a plan.



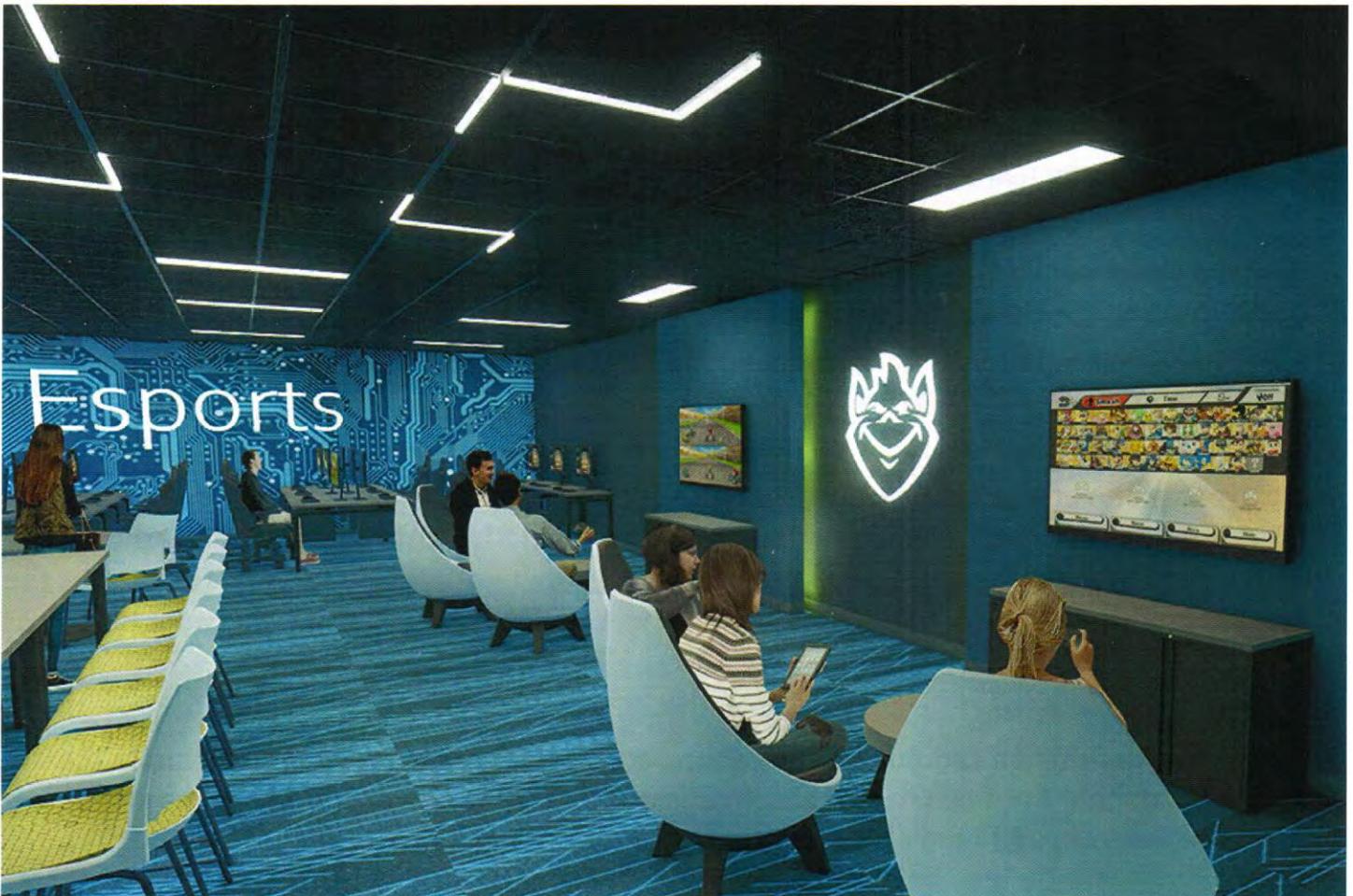
- [Latest COVID-19 Messages](#)
- [Back to SLU: Fall 2020 Plans](#)



[Home](#) » [News](#) » » » [Varsity Esports Program](#)

SLU Launching Varsity Esports Program, Building Gaming Lab Where Students Can Play

In response to growing student demand, Saint Louis University is taking steps to launch a “varsity-level” program for competitive video gaming, also known as esports.

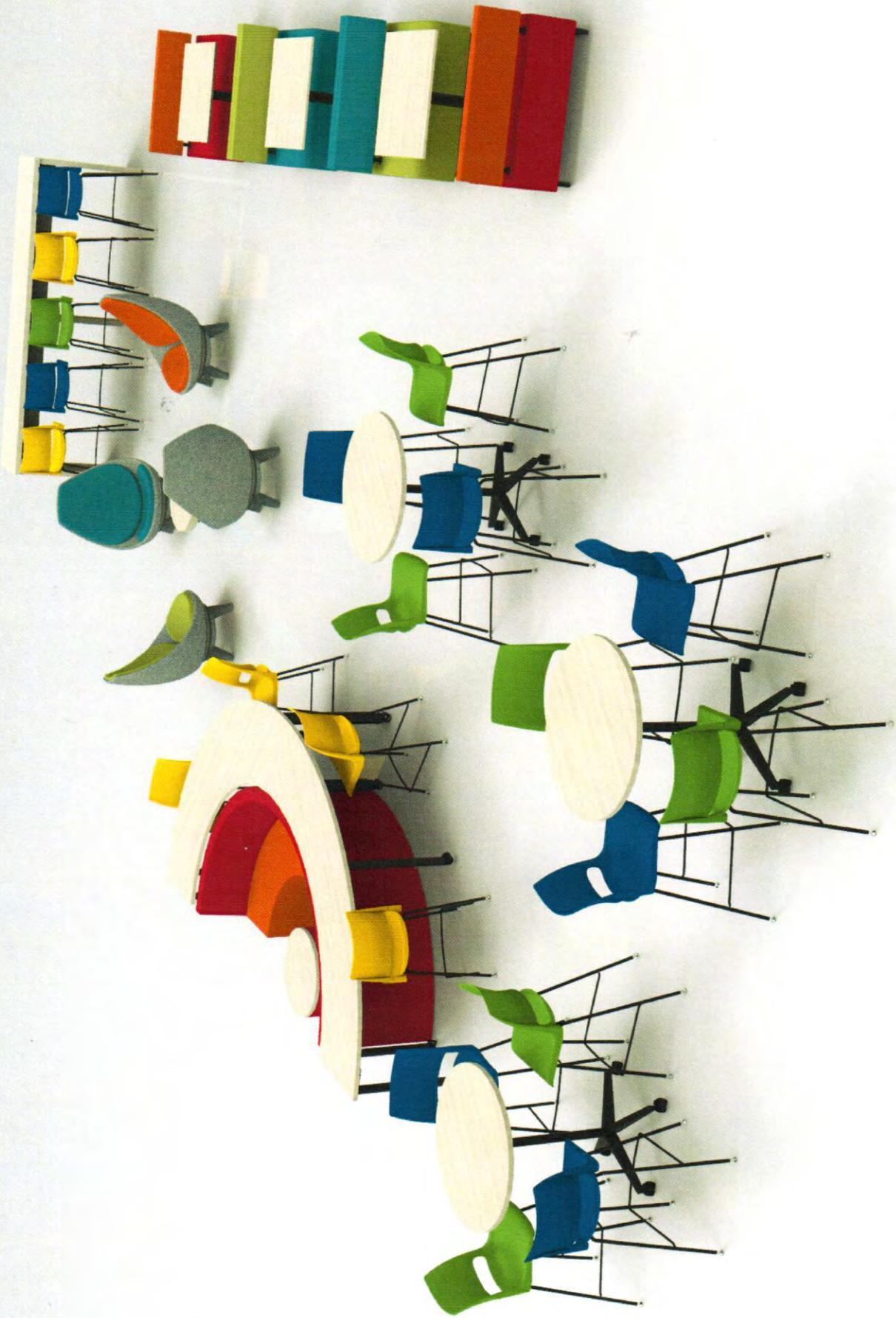


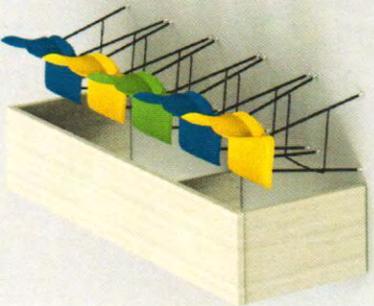
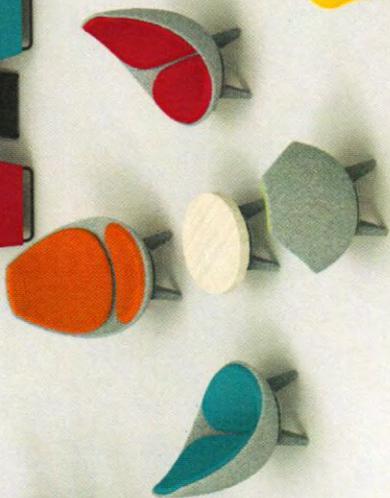
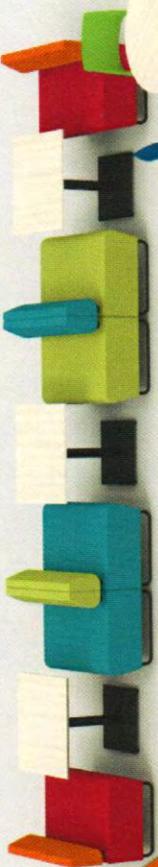
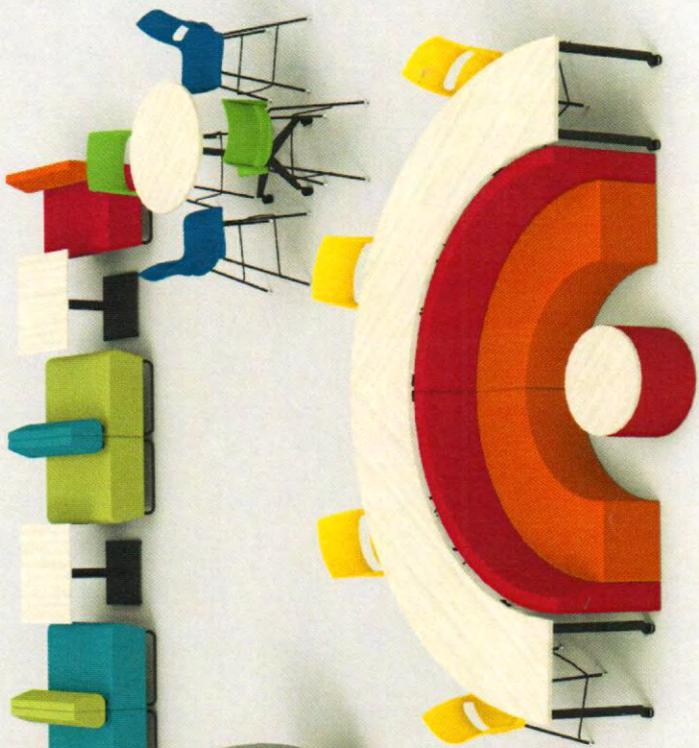
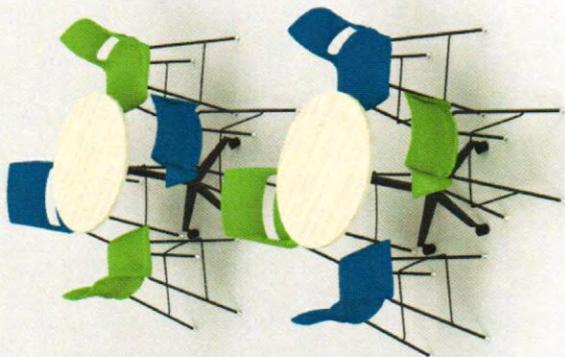
For more information about SLU's varsity collegiate esports program, email Chiu at nicholas.chiu@slu.edu. Students can also join [SLU's esports group on Discord](https://discord.gg/9S47DDV) <<https://discord.gg/9S47DDV>>, a popular communication tool for online gaming and streaming.

Related: Opening Ceremony of the 2019 LCS Spring Split Finals in Chaifetz Arena (video)
<<https://www.youtube.com/watch?v=432jRIEblSY>>



Players compete in Smash Out 2018 in December 2018 in Busch Student Center. The gaming tournament raised money for Extra Life, a program that helps children hospitals around the world. The next charity Smash Out tournament takes place Nov. 16, in the Wool Ballrooms of Busch Student Center. Submitted photo







I | N | G | E | N | U | I | T | Y



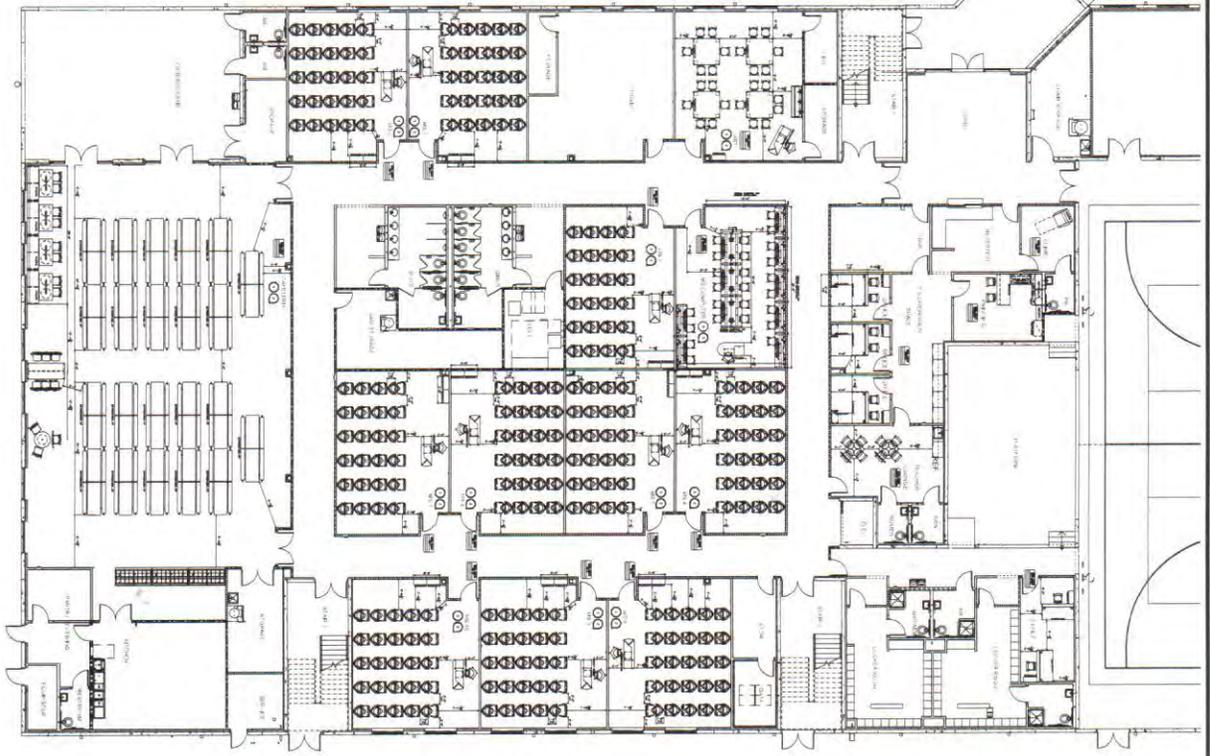




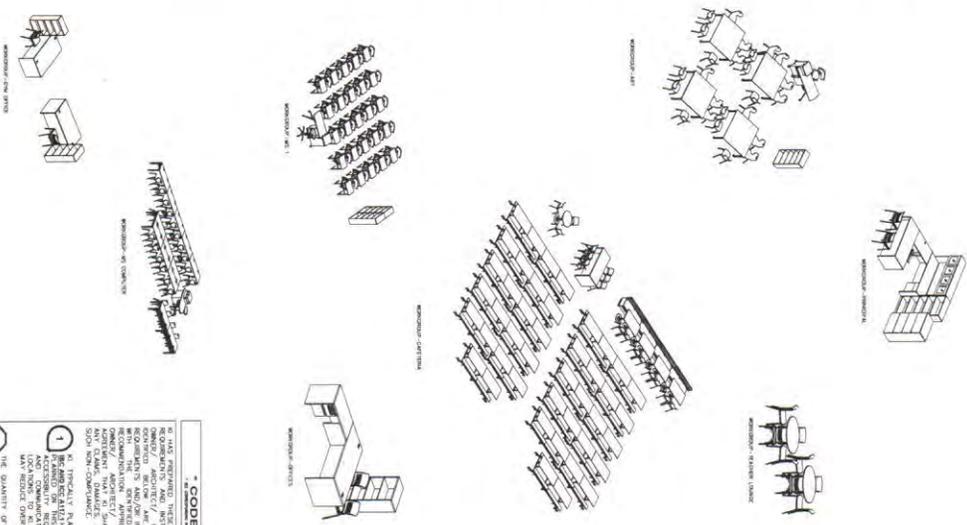


Furnishing Knowledge





NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	WOODWORK - WALLS	100	SQ. FT.	
2	WOODWORK - FLOORS	200	SQ. FT.	
3	WOODWORK - CEILING	150	SQ. FT.	
4	WOODWORK - DOORS	50	EA.	
5	WOODWORK - WINDOWS	100	EA.	
6	WOODWORK - STAIRS	20	EA.	
7	WOODWORK - HALLS	300	SQ. FT.	
8	WOODWORK - OFFICES	100	SQ. FT.	
9	WOODWORK - CAFETERIA	500	SQ. FT.	
10	WOODWORK - CLASSROOMS	1000	SQ. FT.	



*** CODE NOTES ***

1. ALL FINISHES, INCLUDING PAINTS, SHALL BE ACCORDING TO THE REQUIREMENTS AND SCHEDULES PROVIDED BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF FINISHES AND MATERIALS.
2. THE QUANTITY OF WOODWORK SPACES IN THIS SCHEDULE SHALL BE BASED ON THE QUANTITY OF WOODWORK SPACES IN THIS SCHEDULE. THE QUANTITY OF WOODWORK SPACES IN THIS SCHEDULE SHALL BE BASED ON THE QUANTITY OF WOODWORK SPACES IN THIS SCHEDULE.
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<p>PROJECT TITLE: SAN JOSE ACADEMY HIGH SCHOOL</p>	<p>FLOOR/AREA: FIRST FLOOR</p>	<p>DATE: 03/17/2020</p>	<p>ORDER NUMBER: 9700</p>
<p>PRODUCT LINE: Academy Furniture</p>	<p>REVISIONS:</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: J. D. 3</p>
<p>REPRESENTATIVE: Academy Furniture</p>	<p>DATE: 03/17/2020</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: J. D. 3</p>
<p>REVISIONS:</p>	<p>SCALE: 1/4" = 1'-0"</p>	<p>DRAWN BY: J. D. 3</p>	<p>DRAWN BY: J. D. 3</p>



Ruckus Chair



Doni Stack Chair



Hub Mod



with your order.



stay in touch with KI.



© 2020 KI

[Legal/Privacy](#)





kifurniture • Follow



kifurniture Our MyPlace Lounge Collection, which includes elements with large footprints, curved seats and optional casters, is ideal for outlining spatial boundaries within learning environments. □:
 @ki.pallas.takeform_ok #linkinbio #returntoschool #socialdistancing

4d



kifurniture #classroomdesign



123 likes

4 DAYS AGO

Log in to like or comment.



Search



COVID-19



Showing 1-12 of 102 results

Default sorting



AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EMPIRE OFFICE, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2 Oakwood Blvd., Suite 140
Hollywood, FL 33020.

WHEREAS, on June 25, 2020, SBBC advertised Request for Proposal FY21-106, seeking vendor proposals for School and Department Furniture (hereinafter, the "RFP"); and

WHEREAS, VENDOR was one of twenty-two (22) vendors which submitted proposals in response to the RFP; and

WHEREAS, VENDOR hereby agrees to provide furniture solutions, including furniture turn-key solutions, and products for School and Department Furniture delivery, installation, and other related services which are commonly used in various schools and departments of the SBBC pursuant to the terms and pricing identified hereinbelow, attached and via hyperlink.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on October 1, 2020 or the date of its approval by SBBC, whichever date is later, and conclude on midnight three years after the actual date of commencement, with an option for two (2) additional one (1) year renewal.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the furniture and services pursuant to the terms of the RFP and as listed in its proposal attached hereto and incorporated herein as **Exhibit "A."**

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services and products provided and accepted by SBBC pursuant to this Agreement and the discounted pricing specified in VENDOR's proposal accessible via the hyperlink below. Payment terms for such services and products shall be net 30 days from the date that the VENDOR submits an acceptable invoice to SBBC.

https://browardcountyschools.sharepoint.com/:f:/r/sites/Procurement/PWS%20Bid%20Documents/PWS%20Bid%20Documents/FY2021/FY21-106_SchoolandDepartmentFurniture/Pricing%20List/Empire%20Office%20Inc?csf=1&web=1&e=NnlXTn

2.04 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all

necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 Inspection of VENDORS Records by SBBC. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDORS applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working

hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director – Procurement & Warehousing Services
The School Board of Broward County, Florida
7720 W Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

To VENDOR: Jasymin Destin
Empire Office, Inc.
2 Oakwood Blvd., Suite 140
Hollywood, FL 33020

With a Copy to: Katrina Tauszky
PO Box 27752
New York, NY 10087-7752

2.07 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage

to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Any and all exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of

such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

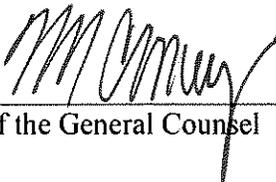
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

EMPIRE OFFICE, INC.

ATTEST:

By Jasym Destin
Print Name: Jasym Destin
Title: Account Manager

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

STATE OF Florida

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th, October 20 (date) by Jasym Destin (name of officer or agent, title of officer or agent) of Empire Office (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced FL DRIVERS LICENSE (type of identification) as identification and who did / did not first take an oath this 6th day of October, 2020.

My Commission Expires:

[Signature]
Signature Notary Public

Ruthie R. Silber
Notary's Printed Name

July 27, 2022
Notary's Commission No.

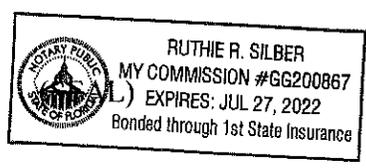


Exhibit “A”



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

6/25/2020

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY21-106 – School and Department Furniture**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for School and Department Furniture. Any questions regarding this RFP should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to al.shelton@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.4.4 & Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before the submission of the bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

• **NON-MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on 7/6/2020, beginning at 10AM Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

• **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

• **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their Proposals in accordance with Section 4. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.

• **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered.

• **STATEMENT OF "NO BID"**

If you are not submitting a proposal in response to this RFP, please complete Attachment M, Statement of "No Bid" and return via e-mail to harmoni.clealand@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions please email me at the email address stated above.

Al Shelton
Purchasing Agent

REQUEST FOR PROPOSALS (RFP)

RFP FY21-106

SCHOOL AND DEPARTMENT FURNITURE



RFP Release Date: 6/25/2020

Non-Mandatory Proposers' Conference: * Monday, July 6, 2020

Written Questions Due: On or Before 5:00 p.m. ET
7/9/2020
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
7/21/2020
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

**These are public meetings.*

NONDISCRIMINATION STATEMENT – POLICY 4001.1 The School Board of Broward County, Florida, prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Americans with Disabilities Act Amendments Act of 2008

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

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	The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	REQUEST FOR PROPOSAL (RFP)
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DUE DATE: This proposal must be submitted to the Procurement & Warehousing Service Department, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET): 7/21/2020 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.	RFP NO.: FY21-106	RELEASE DATE: 6/25/2020	PURCHASING AGENT: Al Shelton 754-321-0520
RFP TITLE: SCHOOL AND DEPARTMENT FURNITURE			

Note: Cost of Service should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.

One complete, original hard-copy Proposal (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original Proposal, of the RFP Proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the original hard-copy Proposal and the copies, the original hard-copy Proposal will be the governing document. The proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

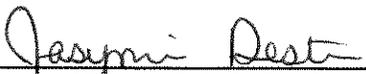
SECTION 1 – REQUIRED RESPONSE FORM

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

Proposer's (Company) Name and state "Doing Business As", where applicable: Empire Office	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. <input type="checkbox"/> Check this box if the address is the same as stated on the left.
Address: 2 Oakwood Blvd Suite 140	P.O. Address: PO Box 27752
City: Hollywood	City: New York
State: FL Zip Code: 33020	State: NY Zip Code: 10087-7752
Telephone Number: (954) 707-6216	Contact Person: Katrina Tauszky
Proposer's Taxpayer Identification Number:	Contact Telephone Number: 646-437-4151
E-Mail Address for PO: jdestin@empireoffice.com	Contact Person's E-Mail Address: ktauszky

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this Proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted.

	7/20/2020
Signature of Proposer's Authorized Representative	Date
Jasymyn Destin	Account Manager
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2 – INTRODUCTION AND GENERAL INFORMATION

- 2.1 **Introduction:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors wishing to provide furniture solutions, including furniture turn-key solutions, and products for School and Department Furniture delivery, installation, and other related services which are commonly used in various schools and departments of The School Board of Broward County. Types of furniture commonly used within the District include, but not limited to items within the following categories:

Classroom	Library	Office	Other
Bookcases	Audio Visual Carts	Cubicles	Folding Tables
Desks	Bookcases	Desks	Folding Chairs
Stools	Booktrucks	File Cabinets	Podiums
Tables	Carrels	Office Chairs	Room Dividers
Work Benches	Circulation Desks	Conference Room	
	Display Racks		
Cafeteria	Early Childhood	Theater and Performance	Outdoor
Booths	Area Rugs	Acoustical Shells	Trash Receptacles
Cabinets	Play Systems	Conductor Stands	Benches
Chairs	Storage	Music Chairs	Outdoor Tables
Stools	Desks	Music Stands	Picnic Tables
Tables		Portable Stages	
STEM			
Lab Furniture	Science Furniture	Specialty Classrooms/Labs	
Robotics	Collaborative Spaces		

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Al Shelton, **Procurement & Warehousing Services Department**, at the address listed in Section 6.1 or via e-mail al.shelton@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 6/19/2020**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract beginning upon execution of both parties for a period of three (3) years. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract, as stated in Section 2.4 of this RFP. The Proposer agrees to this condition by signing its Proposal.
- 2.4 **Submittal of Proposal:** Submit Proposals in accordance with Section 4. Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4. SBBC reserves the right to reject and

not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

- 2.5 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4 and in accordance with the evaluation criteria established in Section 5.1 for Category A.) **Experience & Qualifications** and Category B.) **Scope of Services**. Category C.) **Presentation** and Category D.) **Minority/Women Business Participation** will be evaluated and scored by the SBBC's **Supplier Diversity Outreach Program staff**. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the Committee.

SECTION 3 – CALENDAR

6/25/2020	Release of RFP FY21-106
7/6/2020	*Non-Mandatory Proposers' Conference
7/9/2020	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
7/21/2020	*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
8/3/2020	*Evaluation Committee reviews proposals, demonstrations and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 10:00 a.m. ET and/or through communications media technology (CMT) – Video Conference via Microsoft Teams**.
8/5/2020	Posting of Recommendation

* These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

** SBBC will follow any applicable guidelines regarding CMT as defined by the State of Florida and as applicable for the date of the meetings and will also comply to all CDC and Florida State Guidelines for the COVID-19 pandemic.

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.

- 4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
- 4.1.4 **Required Response Form:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title, Address and email address of Awardee's Representative for Notices:

Empire Office Attn: Jasymin Destin
2 Oakwood Blvd, Ste 140 Hollywood, FL 33020
jdestin@empireoffice.com

With a Copy To: (Name/Title and Address)

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility Requirement(s):** To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.

- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**
- 4.2.2 Local Representative within the Tri-County Area (Broward, Miami-Dade, Palm Beach).
- 4.2.3 Proposer must submit all Discounts and Prices in the Bid Summary Sheet provided by SBBC (Attachment K).

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria - (Proposer Qualifications, Scope of Services, Costs of Services, Presentation, and S/M/WBE Participation):** This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

4.4 **Evaluation Criteria - (Proposer Experience & Qualifications, Scope of Services & Performance Specifications, Costs of Services, and S/M/WBE Participation):**

4.4.1 **Proposer's Experience & Qualifications – (Maximum 25 allowable points)**

- 4.4.1.1 **Executive Summary** - Submit a executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capacity and capability to comply with all terms and conditions of RFP. **(Up to 5 Points)**
- 4.4.1.2 **References (Attachment J)** - Submit references as per Attachment J. Please include other Florida School Districts. **(Up to 5 Points)**
- 4.4.1.3 **Supply Chain Strengths** - Submit a letter detailing the strength of the Proposer's Supply Chain and how the Proposer has thrived during hardship times such as the Covid-19 Pandemic to stay competitive in today's market. Please state if you have any warehouses local in South Florida and local teams for installation **(Up to 5 Points)**
- 4.4.1.4 **Good and Services Warranty** - Submit a letter stating the Proposer's warranties for different manufacturers, if applicable. Submit information on how Proposer would handle warranty claims. **(Up to 5 Points)**
- 4.4.1.5 **Eco-Friendly Certifications** - Submit proof of certifications, such as Greenguard and LEED, Proposer has regarding eco-friendly products that you sell or manufacture. **(Up to 5 Points)**
(on flash drive)

4.4.2 Scope of Services & Performance Specifications – (Maximum 40 allowable points): The scope of services & performance specifications listed is minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee.

Minimum Scope of Services & Performance Specifications

- A. Delivery Services - Complimentary delivery and installation services on all Complete Classroom orders; includes working with on-site personnel to schedule the delivery, meet the truck upon arrival, coordinate with site contacts, assemble all furniture, place materials and organize each room to specification, as well as remove all debris associated with the project.
- B. Upon request, provide up-to-date "testing" documentation showing that and item meets current ASTM (American Society for Testing and Materials) requirements.
- C. Custom Cartoning & Labeling - Boxes are labeled by site, by classroom and/or by teacher name so materials can be quickly inventoried and delivered to each location without error.
- D. Proposer must be able to provide the following
 - a. A catalog selection for Infant/Toddler, Early Childhood, Elementary and Special Needs furniture and learning environment components.
 - b. A catalog selection of equipment and related services used in special needs environments, including but not limited to the areas of speech/language, audiology, and orientation/mobility.
 - c. A catalog selection of educational materials and resources targeted to Infant/Toddler, Early Childhood, Elementary Grade Level, and Special Needs Learners, including targeted instructional categories such as STEM, Sensory, Social-Emotional, Language, Science, Math, and Social Studies.
- E. Proposer shall be capable of collaborating with schools to provide specific products and resources bundled to meet the needs of the school.
- F. Proposer shall provide consultations regarding proposed products and services, including but not limited to, classroom assessments as it relates to design, layout, furnishings, and materials; catalog correlations; and educational material tutorials.
- G. Proposer shall be able to meet with stake holders to formulate appropriate plans for procurement of furniture that meets the goals of the district this includes choice of product, design of use of the product, spaca planning, coordination of purchase and fulfillment based on your districts needs.
- H. Proposer shall be able to provide a wide array of outdoor furniture.
- I. Provide samples of classroom designs of innovative classrooms based on the following themes:
 - a. Esports (Esports is a form of sport competition using video games. Esports often takes the form of organized, multiplayer video game competitions)
 - b. Aviation
 - c. Podcasting/Shoutcasting
 - d. Studio and Entertainment Media Spaces
 - e. Concierge/Hospitality
 - f. Marine Outboarding and Mechanics
 - g. Business and Office Spaces

4.4.3 Cost of Services

The proposer must complete and submit the Bid Summary Sheet as provided with this RFP (Attachment K). Proposer must list all the Manufacturers for which it can sell and distribute its products. Proposer shall offer the **GREATEST SINGLE-FIXED PERCENTAGE DISCOUNT** and it be a whole number. For example, 12% is acceptable, 11.075% is not acceptable) from manufacturer's suggested retail price list (MSRP). Offering a percentage mark-up instead of discount shall result in disqualification of bid item.

SINGLE FIXED PERCENTAGE DISCOUNT OFFERED: Proposer should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount (**Must be a whole number. For example, 12% is acceptable, 11.075% is not acceptable**) for the indicated manufacturer's discount That will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Supplies and Assets for the purpose of this bid shall be defined as:

- i. **SUPPLIES:** Any catalog item whose net price is under \$1,000.00.
- ii. **ASSETS:** Any catalog item whose net price is \$1,000.00 or more.

Proposers shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

Furthermore, Proposer must submit Letter of Authorization in Manufacturer's letterhead for every Manufacturer listed. Failure to submit Letter of Authorization by Manufacturer such Manufacturer will be considered as non-authorized by Proposer.

Moreover, Proposer shall specify all the items, under the Worksheet "List Price", all the items that Proposer represents from the Manufacturers listed.

Proposer must include in Bid Summary Sheet the hourly cost for installation, if applicable. Proposer must include if there is any minimum order quantity to qualify for free installation.

During the Term of this Contract, SBBC reserves the right to ask for quotes to the Awardees for common items purchased throughout the District. Pricing provided will expire at the anniversary, in which case SBBC will release subsequent request quotes and update the common items as needed. Such examples of common items are, but not limited too, folding chairs, student-desk combos, and cafeteria tables.

On the annual anniversary of the Contract Term, Awardees may update by adding or removing the list of Manufactures for which they are awarded. In order to add a new Manufacturer, Awardee must submit Letter of Authorization in Manufacturer's letterhead for every Manufacturer which Awardee wishes to add. Failure to submit Letter of Authorization by Manufacturer such Manufacturer will be considered as non-authorized by Awardee. Any addition/removal of a manufacturers must be approved by SBBC Procurement and Wahoursing Services in writing.

Award of this contract shall not be a guarantee of business, a guarantee of a specified volume of service or minimum dollar revenue to be received under this contract.

4.4.4 S/M/WBE Participation: (Maximum 15 allowable points):

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330.

SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:

broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, MAWBE SBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (API) implemented in this solicitation is the SBE Evaluation Preference for Prime Bidders.

In accordance with SBBC Policy No. 3330, Section E.3.b. Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as SBEs.

- **Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded ten (10) points.** The SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform (see Attachment A).
- **Non SBBC Certified SBE Proposers committing to subcontracting eight percent (8%) or more of the total contract value to a certified SBE firm at the time of submission will be awarded five (5) points.** The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the Form 00470 Statement of Intent to Perform as an SBE Subcontractor and Form 00475 Subcontractor Participation Schedule (see Attachment A).

NOTE: Points in both categories will not be combined.

A maximum of ten (10) points shall be awarded to SBBC Certified SBE Proposers who self performs a portion of the scope of work. Non-SBBC Certified Proposer who commits to subcontracting eight percent (8%) or more of the scope of work to a SBBC certified SBE will be awarded Five (5) points.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

Penalties and Sanctions

In the absence of a waiver granted by the SDOP, the failure of a proposer to attain at minimum the five percent (5) subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension

The temporary stoppage of a SBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the SBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

NOTE TO PROPOSER (s): Proposals will be evaluated based on the evaluation criterion below	Maximum Points
<p><u>Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded ten (10) points. All SBBC Certified S/M/WBEs are considered SBEs.</u> The SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and or percentage/dollar amount to performed (see Attachment A). Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP. If you are not a SBBC Certified SBE Proposer state N/A on the form and return it with your Proposal.</p>	10
<p><u>Proposers committing to subcontracting eight percent (8%) or more of the total contract value to a certified SBE firm at the time of submission will be awarded five points (5). All SBBC Certified S/M/WBEs are considered SBEs.</u> The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the <i>Form 00470</i> Statement of Intent to Perform as a SBE Subcontractor and <i>Form 00475</i> Subcontractor Participation Schedule (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the subcontractor will perform. Provide proof, in writing, that the SBE subcontractor is certified by The School Board of Broward County (SBBC), Florida. Any participation commitment by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified SBE Proposer state N/A on the form and return it with your Proposal.</p>	5
<p>MAXIMUM POINTS TO BE AWARDED</p>	15
<p>*If awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (SBE) Monthly Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. State your willingness to comply with this requirement.</p>	Yes _____ No _____

4.4.5 Presentation (Maximum 20 allowable points):

During the Evaluation Committee Meeting, every Proposer shall present on the following:

- What are value added services that the Proposer can bring forward to the District?
- What is the Proposer ability to furnish all sorts of classrooms and office spaces such as Science, Early Childhood, Special Needs, Physical Education, Art and Curriculum?
- How is the Proposer working towards modern classroom designs such as E-Sports Labs?

All presentations must not exceed 10 minutes and shall be superceded by a three minute Q&A from the Evaluation Committee Members, shall they have any questions. Proposers will present in alphabetical order. If Proposer fails to present, such Proposer will receive 0 Points in Section 4.4.5 Presentation.

SECTION 5 – EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	25
B. Scope of Services	40
C. Presentation	20
D. Supplier Diversity & Outreach Program	
SBE Certified Prime Proposer	10
Non-SBE Certified Prime Proposer Subcontracting 8% or more to SBE(s)	5
TOTAL	100

A maximum of ten (10) points shall be awarded to SBBC Certified SBE Proposer who self performs a portion of the scope of work. Non-SBBC Certified Proposer who commits to subcontracting eight percent (8%) of the scope of work to a SBBC certified SBE will be awarded Five (5) points. Points in both categories will not be combined.

15-Point Table for SBE Participation	
SBBC Certified SBE Prime	10 Points
8% SBE Subcontracting	5 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity Outreach Program Office.

Failure to respond, provide detailed information or provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

At the time of the bid submittal, the Bidder shall identify itself as an SBBC-Certified SBE firm, by completing the Form 00470 and Form 00475. Once awarded, the Bidder is required to submit the Monthly Utilization Report Form, #00485. The Bidder must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544

5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.

5.3 **Committee's Recommendation.** The number of firms to be recommended for an award is solely at the discretion of the Committee. The Committee has the discretion to recommend an award to one or more proposer(s) or to reject any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive proposers if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiations session with the highest ranked responsive proposer. Each ranked responsible proposer

must be represented during its exempt negotiations session by an authorized representative possessing authority to bind the proposer to the changes made in their proposal. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiations session of the competitive selection process beginning with the highest ranked responsive proposer as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiations session will be conducted to the exclusion of the other ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiation session(s) with a ranked responsive proposer, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one or more ranked responsive proposer(s). The Committee may declare an impasse with a ranked responsive proposer at any time; or to proceed with further negotiations with one or more of the next highest ranked responsive proposers. If the negotiations are not successful, the Committee reserves the right not to award a ranked proposer if it is in the best interest to SBBC.

- 5.4 **Award:** Proposers will be evaluated first as per Section 4.4.1 Experience and Qualifications, Section 4.4.2 Scope of Services, 4.4.4 S/M/WBE Participation, and 4.4.5 Presentation for a maximum of 100 points. It is SBBC's intention to recommend for award a pool of six (6) vendors with the highest score received. The Top 6 Proposers with the highest scores will be recommended for Award.

These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment "E"**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received under this contract.**

SECTION 6 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy Proposal properly completed and signed must be submitted in a sealed envelope and received on or before 2:00 p.m. ET, 7/7/2020 at the following address in order to be considered. Please utilize Attachment L.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: FY21-106 - School and Department Furniture

One (1) complete, original hard-copy Proposal (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as "original")** will constitute the original governing documents. The electronic version in PDF on a Flash Drive must be **IDENTICAL** to the original Proposal. The proposal shall include **any supplemental information/marketing materials**, of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP), **must be fully executed** and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original hard-copy Proposal** and the copies, the **original hard-copy Proposal** will be the governing document. The proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

- 6.2 **JOINT VENTURES:** In the event, multiple Proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the prime proposer. If offering a joint proposal, prime proposer must include the name and address of all parties of the joint proposal. Prime proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

6.3 INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.3 INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS (Continued)

- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
 - Existing vendors will receive an email notification of the current status.
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
- 6.3.7.2 All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
- 6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS (Continued):**

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the overpayments by SBBC.

6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see **Attachment D**), and submit with their Proposal.

6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.

6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**

6.8.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.

6.8.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.8.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.8 ACCEPTANCE AND REJECTION OF PROPOSALS (Continued):

- 6.8.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).
- 6.8.3.3 Failure to respond to all subsections within the RFP.
- 6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.8.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.9 VENDOR REGISTRATION: To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Anba which can be located at: <http://schoolboardofbrowardcounty.supplier.anba.com/register> Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

6.10 NONDISCRIMINATION STATEMENT – POLICY 4001.1 The School Board of Broward County, Florida, prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

6.11 PRE-QUALIFICATION: In the event that the District requires Awardee to be pre-qualified, Awardee must complete pre-qualification process within 20 days from notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Insurance Company		25615
INSURER B: Travelers Indemnity Company		25658
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Empire Office, Inc.
 105 Madison Avenue, 15th
 New York, NY 10016

COVERAGES **CERTIFICATE NUMBER:** W17308454 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y1N-660-6F386588COF-20	03/24/2020	03/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y1N-810-6F431146-IND-20	03/24/2020	03/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		KUP-61M28050-20-NP	03/24/2020	03/24/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The School Board of Broward County
 7720 W. Oakland Park Blvd, Suite 323
 Sunrise, FL 33351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

All Day

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SECTION 7 – GENERAL CONDITIONS

- 7.1 LIABILITY:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received before submitting a proposal without regard to how a copy of this RFP was obtained.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time-stamped in the Procurement & Warehousing Services Department on or before 2:00 p.m. ET on the date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on the date due. Failure to timely submit such a proposal shall disqualify the Proposer and such a proposal will be either returned to the Proposer or stored and unopened. **NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP.**
- 7.3 SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Before the proposal submittal, it is the responsibility of the proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the Unit Price quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT.** Shipping points offered other than F.O.B. Destination shall be rejected. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP. Information, if necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for the proposal to be considered a responsive and responsible proposal. Licenses, Certifications, and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its proposal or within five (5) working days of notification.
- An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - The RFP; then
 - Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.

- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos-free. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free. Proposer, by virtue of bidding, certifies by signing a proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos-free will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six (6) months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and woman businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of the bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-6550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three (3) requirements identified above. This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. Applicant enrollment and scheduling website is www.fieldprintflorida.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secclt/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.40 PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays, or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

7.42 AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS: The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.43 CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.41 POSTING OF BID RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on 8/5/2020 @ 3:00 pm and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

7.44 NONCONFORMANCE TO CONTRACT CONDITIONS: Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- Cancellation and default of contract;
- For a period of two (2) years, any proposal submitted by the vendor will not be considered and will not be recommended for an award.
- All departments being advised not to do business with the vendor.

7.45 CONE OF SILENCE: Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

7.46 TERMINATION: This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.52 **DISTRIBUTION:** DemandStar by Orvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.
- 7.55 **TIE BID PROCEDURES:** When identical prices are received from two (2) or more vendors and all other factors are equal, priority for the award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.
- Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 4 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.
- 7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.
- 7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*
- 7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have a government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

- a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying of any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.61 **PUBLIC RECORDS.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this RFP. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the RFP's term and following completion of the RFP if Vendor does not transfer the public records to SBBC. Upon completion of the RFP, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the RFP. If Vendor transfers all public records to SBBC upon completion of the RFP, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the RFP, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

SECTION 8 – FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00500

Bidder/Proposer Assurance Statement

SOLICITATION #: RFP FY21-106
SOLICITATION TITLE: School and Department Furniture

INSTRUCTIONS: Document 00500 – Bidder/Proposer Assurance Statement must be submitted with the solicitation/bid. Such documentation as required by the SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. If awarded, the Bidder/Proposer must submit Form 00470 Statement of Intent to Perform as an M/WBE Subcontractor and Form 00475 Subcontractor Participation Schedule before final approval/execution of the contract. The EDDC will evaluate Forms 00470 and 00475.

COMPANY NAME: Empire Office

NAME OF BIDDER/PROPOSER Josymin Destin

SBBC Certified SBE Firm Self Performing: Check HERE:

The above-named company commits to meeting the following percentage of SBE participation during the life of the contract for the RFP FY21-106, School and Department Furniture.

Proposer Agree to commit _____% of the Total contract Value to a SBBC Certified SBE subcontractor. **Failure by firms to commit to the M/WBE participation requirements will render said firms nonresponsive.**

Josymin Destin Acct. Mgr 7/22/20
(Name and Title) (Date)

Josymin Destin
(Signature)

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal:

(forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>)

1. FORM 00470

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:

Document Number 00470
 Attachment _____



Procurement & Warehousing Services
 Supplier Diversity Outreach Program
 Broward County Public Schools

**STATEMENT OF INTENT TO PERFORM
 AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION # _____

CONTRACT # _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SEBC) Supplier Diversity Outreach Program: Yes No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SEBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work

2. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf

Document Preview:

Document Number 00475
 Attachment _____



Procurement & Warehousing Services
 Supplier Diversity Outreach Program
 Broward County Public Schools

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
 SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE: _____

SOLICITATION INFORMATION

Contract #: _____ Project Start Date: _____

Project Name: _____

Project Location: _____

Bidder/Proposer: _____

Address: _____

Contact Person: _____ Email address: _____ Phone #: _____

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

3. FORM: 00485 UTILIZATION REPORT

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBE%20Monthly%20Subcontractor%20Utilization%20Report%20082017_Finalv2.pdf

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period:	S/M/WBE Contract Cost:	Contract Completion Date:					
		to						
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL WEEKLY AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

- **SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL:**
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- **SDOP website with list of Certified S/M/WBE Vendors: browardschools.com/sdop**



SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE 07/20/2020

SOLICITATION INFORMATION

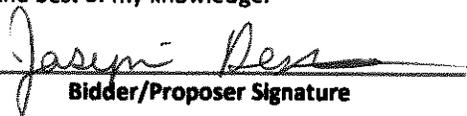
Contract #: **FY21-106** Project Start Date: **08/01/2020**
 Project Name: **School and Department Furniture**
 Project Location: **Broward County**
 Bidder/Proposer: **Empire Office**
 Address: **2 Oakwood Blvd, Suite 140 Hollywood, FL 33020**
 Contact Person: **Jasymin Design** Email Address: **jdestin@empireoffice.com** Phone #: **954-707-6216**

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer	Empire Office	2 Oakwood Blvd Ste 140, Hollywood, FL 33020	(954) 707-6216	Space Planning and design, project managing	100 %	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor	Furniture Installation Solution	4800 NW 15th Ave Suite B, Fort Lauderdale, FL 33309	(954) 638-2432	Furniture installation, moving, labor	100 %	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:						\$

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.


Bidder/Proposer Signature

Jasymin Destin Account Manager
Name & Title (Print)

07/20/2020
Date

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION

Project Name: _____ **Contract Number and Work Order Number (if applicable):** _____

Report #: _____ **Reporting Period:** _____ to _____ **S/M/WBE Contract Goal:** _____ **Contract Completion Date:** _____

Prime Contractor Name: _____ **Project Manager (PM) Name:** _____

Prime Contractor Street Address: _____ **PM Phone #:** _____ **PM Email Address:** _____

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All S/M/WBE Subcontractors					\$0	\$0		\$0

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature) _____ Title _____ Date _____

Prime Contractor Authorized Personnel (Print) _____

FORM INSTRUCTIONS:
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the District contract number and work order number
3. **Report Number:** Enter the S/M/WBE Monthly Subcontractor Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 10/01/2016: 9/30/2018)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the S/M/WBE Subcontractor(s)
16. **Business Name:** Enter the complete legal business name of the S/M/WBE Subcontractor(s)
17. **S/M/WBE Certified by BCPS (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified by BCPS
18. **Description of Work:** Enter the type of work being performed by the S/M/WBE Subcontractors(s) (i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the S/M/WBE Subcontractors(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the S/M/WBE Subcontractor(s) during the reporting period.
21. **Invoice Number:** Enter the S/M/WBE Subcontractor's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the S/M/WBE Subcontractor(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
27. **Title:** Enter the title of authorized employee completing the S/M/WBE Subcontractor Utilization Report.
28. **Date:** Enter the date of submission of the S/M/WBE Subcontractor Utilization Report to the District.

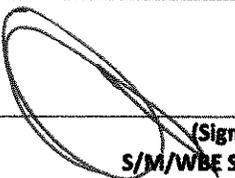


**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: FY21-106

CONTRACT #: _____

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor Participation Schedule.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
<u>FURNITURE INSTALLATION SOLUTION, INC.</u> (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with <u>EMPIRE OFFICE</u> (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work
1	FURNITURE INSTALLATION	\$ PROJECT BASED	%
2	MOVING SERVICE	\$ 40 / HR	%
3		\$	%
TOTAL VALUE OF WORK		\$ 0	0 %
S/M/WBE SUBCONTRACTOR SIGNATURE			
		PRESIDENT	
(Signature) S/M/WBE Subcontractor		Title	
JOEL JOSEPHS		7/21/20	
(Print) Name of S/M/WBE Subcontractor		Date	



GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

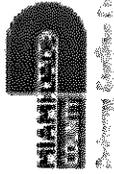
**FURNITURE INSTALLATION SOLUTION INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26**

APPROVED NAICS CODES:

238390

Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation



Tampa
International
Airport



ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
N/A		

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Jasymir Desti
Signature

Empire Office
Company Name

Jasymir Desti
Name of Official

2 Oakwood Blvd, Suite 140
Business Address

Hollywood, FL 33020
City, State, Zip Code

ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

NOT APPLICABLE

ATTACHMENT D – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Empire Office, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 105 Madison Ave, 15th Floor</p> <p>6 City, state, and ZIP code New York, NY 10016</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
OR								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">13</td> <td style="width: 25%; border: 1px solid black;">-1</td> <td style="width: 25%; border: 1px solid black;">94</td> <td style="width: 25%; border: 1px solid black;">5763</td> </tr> </table>	13	-1	94	5763				
13	-1	94	5763					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jessica Mueller</i>	Date ▶ 1/1/20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by Jasymir Destin, Account Manager
(Print individual's name and title)

for Empire Office
(Print name of entity submitting sworn statement)

whose business address is 2 Oakwood Blvd Suite 140 Hollywood, FL 33020

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-1945763

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Jasymir Destin
(Signature)

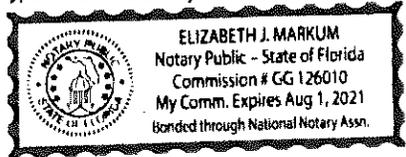
Sworn to and subscribed before me this 7 day of 20, 2020.

Personally known JASMYR DESTIN

Produced Identification _____

Notary Public State of _____
My commission expires: Elizabeth Markum

(Type of Identification)



(Printed, typed, or stamped commissioned name of Notary public)

ATTACHMENT F – SBBC SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](#)

You may also copy the link below and insert it into your browser window

Sample Agreement Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sbbc%20reference%20page/20190130_SAMPLEAGREEMENT.pdf

ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Empire Office
Organization Name

Jasymyn Destin, Account Manager
Name(s) and Title(s) of Authorized Representative(s)

Jasymyn Destin
Signature(s)

7/20/2020
Date

ATTACHMENT G – INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT H – ACH FORM ACH PAYMENT AGREEMENT FORM

The School Board of Broward County, Florida ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: Empire Office

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute: Chase Manhattan Bank

Branch/ State: 270 Park Avenue, New York, NY 10017

Routing No: 021000021

Account No: 117-008-109 Checking Savings

VENDOR AREA:
Remittance Confirmation (please select one) ap@empireoffice.com Fax Email

Federal Identification No. Vendor 13-1945763 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number (347)649-9153 Dept. Accounting

Centralized Email hwinfo@empireoffice.com Dept. _____

Centralized Phone No. (954)707-6200 Dept. _____

Signature

Authorized Signature (Primary) and Business title: Jasyni Deste Acct. Manager Date: 7/20/2020

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.
This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

N/A (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

EMPIRE OFFICE

July 20, 2020

RE: 4.4.1.1 Executive Summary

Dear School Board of Broward County,

On behalf of our entire team at Empire Office, I thank you for the opportunity to submit our proposal for the RFP: FY21-106.

I have been with Empire Office for 6 years, and I have been doing business with The School Board of Broward County for the past 4 years. Empire has provided SBBC with classroom remodels, assisted with media center renovations, moving of classrooms, as well as servicing furniture. I have done several Media Centers and labs throughout the district, which I have listed a few below.

- Millennium 6-12 – Media Center
- Lauderhill Paul Turner – Professional Development Room
- Orange Brook Elementary – Professional Development Room
- Mirror Lakes – Media center
- Ramblewood – Media Center
- Atlantic Tech – Computer Lab
- Marrow Elementary – Media Center
- South Broward High – Media Center
- HD Perry – Classrooms
- Fort Lauderdale High School – Classrooms and Media Center

With my design background, I am able to bring their concept to reality, within a schools budget and requirement. I enjoy working with SBBC, and love the look on children's faces when they see a space that was created for them. I look forward to continue working with the wonderful teachers and principals of Broward County Schools.

Thank you,

Jasymin Destin

Jasymin Destin
Account Manager



EMPIRE OFFICE

July 20, 2020

RE: 4.4.1.3 Supply Chain Strengths

Dear School Board of Broward County,

We understand how important it is, to work with those you trust. As your partner, it is our responsibility to provide you with an innovative solution that will achieve your educational and workplace goals on time and on budget.

The world is facing dramatic changes, and we are actively navigating through this new experience together. Empire Office is financially strong and a capable partner, that is here to serve your organization. Our resilience and experience can be recognized from our 74 years of being in business. Unlike many of our competitors, due to our buying power, strong credit history and early payment record, Empire has Net terms in place with many of our partners. Empire is also in control of our assets owning a 60,000 square foot warehouses in South Florida as well as 8 trucks. In times like what we are currently experiencing, this will reassure you that we can dedicate and deploy the needed resources immediately.

Empire is very proud to say we are the oldest and largest commercial furniture on the east coast and look forward to a continuing our partnership with the School Board of Broward County.

Thank you,

Jasymin Destin

Jasymin Destin
Account Manager

EMPIRE OFFICE

July 20, 2020

RE: 4.4.1.4 Supply Chain Strengths

Dear School Board of Broward County,

Empire represents over 400 manufactures. With that, we are able to service product even if it was not purchased from Empire. We have a service department that will go to the site to inspect the problem, contact the manufacturer to see if the product is covered under warranty, and work with the manufacturer to get the product replaced or fixed. The Warranty for every manufacturer varies. Please visit the website for each manufacturer's warranty, or may be provided upon request.

Thank you,

Jasymin Destin

Jasymin Destin
Account Manager



ATTACHMENT J – REFERENCES

The School Board of Broward County, Florida

Vendor Name: Empire Office

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers, email addresses and dates of service.

Reference 1 –

Name of Firm: CBRE - SBBC Contact Person: Carly Smolken
Phone #: (561) 289-9189 Email: C.Smolken@browardschools.com
Date of Service: 2018 - present Cost of Service: \$300K +
Address: 2301 NW 26th St. Bldg 7 Oakland Park, FL 33311

Scope of Work: Design service, provide moving and labor services

Reference 2 –

Name of Firm: Miami Dade County Aviation Contact Person: Risa Wine
Phone #: (305) 282-6059 Email: rwine@miami-airport.com
Date of Service: 2015 - present Cost of Service: \$500K +
Address: 4331 NW 22nd St. Bldg 3030 Miami, FL 33122

Scope of Work: Design service and labor

Reference 3 –

Name of Firm: SBBC - Fort Lauderdale HS Contact Person: Sean Curran
Phone #: (754) 322-1130 Email: sean.curran@browardschool.com
Date of Service: 2017 - Present Cost of Service: \$142K
Address: 1600 NE 4th Ave, Fort Lauderdale, FL 33305

Scope of Work: Design service, installation, service product

Reference 4 –

Name of Firm: Pinecrest Prep Contact Person: Linda Cressimano
Phone #: (954) 240-0130 Email: linda.cressimano@pinecrest.edu
Date of Service: 2014 - Present Cost of Service: \$1200K
Address: 1501 NE 62nd St. Fort Lauderdale, FL 33334

Scope of Work: Design service & installation

Reference 5 –

Name of Firm: PBSD - Lake Worth HS Contact Person: Christian Garate
Phone #: _____ Email: christian.garate@palmbeachschools.org
Date of Service: 9/2019 Cost of Service: \$33K
Address: 1701 Lake Worth Rd, Lake Worth, FL 33460

Scope of Work: Design Service of two classrooms

ATTACHMENT K – BID SUMMARY SHEET

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor **must** fill out the attached Bid Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) BID SUMMARY SHEET TABS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Line Item Pricing – Must be completed by Proposer

ATTACHMENT M – NO BID

STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No Response” Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
 Procurement & Warehousing Services Department
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

√	Reason(s) for “No Response”:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

VIRCO INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
2027 Harpers Way
Torrance, CA 90501.

WHEREAS, on June 25, 2020, SBBC advertised Request for Proposal FY21-106, seeking vendor proposals for School and Department Furniture (hereinafter, the "RFP"); and

WHEREAS, VENDOR was one of twenty-two (22) vendors which submitted proposals in response to the RFP; and

WHEREAS, VENDOR hereby agrees to provide furniture solutions, including furniture turn-key solutions, and products for School and Department Furniture delivery, installation, and other related services which are commonly used in various schools and departments of the SBBC pursuant to the terms and pricing identified hereinbelow, attached and via hyperlink.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on October 1, 2020 or the date of its approval by SBBC, whichever date is later, and conclude on midnight three years after the actual date of commencement, with an option for two (2) additional one (1) year renewal.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the furniture and services pursuant to the terms of the RFP and as listed in its proposal attached hereto and incorporated herein as **Exhibit “A.”**

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services and products provided and accepted by SBBC pursuant to this Agreement and the discounted pricing specified in VENDOR’s proposal accessible via the hyperlink below. Payment terms for such services and products shall be net 30 days from the date that the VENDOR submits an acceptable invoice to SBBC.

<https://browardcountyschools.sharepoint.com/sites/Procurement/PWS%20Bid%20Documents/Forms/AllItems.aspx?viewid=4a8338df%2D4b54%2D4af3%2Dade4%2D87ea40a672f0&id=%2Fsites%2FProcurement%2FPWS%20Bid%20Documents%2FPWS%20Bid%20Documents%2FFY2021%2FFY21%2D106%5FSchoolandDepartmentFurniture%2FPricing%20List%2FVirco%2C%20Inc>

2.04 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA’s privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and

754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **Inspection of VENDORS Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDORS applicable records, regardless of the form in which they are kept, shall be open to inspection and

subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director – Procurement & Warehousing Services
The School Board of Broward County, Florida
7720 W Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

To VENDOR: Patricia L. Quinones
Virco Inc.
2027 Harpers Way
Torrance, CA 90501

With a Copy to: Christen Jones
Highway 65 S.
Conway, AR 72032

2.07 Background Screening. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage

to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Any and all exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of

such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

VIRCO INC.

ATTEST:

By Patricia L. Quinones

See attached

_____, Secretary

Print Name: Patricia L. Quinones

-or-

Title: Chief Administrative Officer

Witness

Witness

STATE OF Arkansas

COUNTY OF Faulkner

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 6, 2020 (date) by Patricia L. Quinones (name of officer or agent, title of officer or agent) of Virco Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced Drivers License (type of identification) as identification and who did/ did not first take an oath this 6th day of October, 2020.

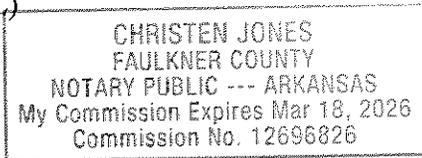
My Commission Expires:

March 18, 2026

Christen Jones
Signature – Notary Public

Christen Jones
Notary's Printed Name

(SEAL)



12696826
Notary's Commission No.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VIRCO, INC.**

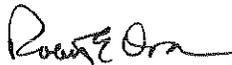
I, Robert E. Dose, Secretary of Virco Inc., do hereby certify that the following is a true and exact copy of a resolution adopted at the regular meeting of the Board of Directors held on Tuesday, December 3, 2019.

WHEREAS, it is deemed to be in the best interests of the Company to authorize certain management personnel to execute bids, bid bonds, performance bonds and contracts on behalf of the Company;

NOW, THEREFORE, BE IT RESOLVED, that

Robert A. Virtue, CEO
Douglas A. Virtue, President & COO
Patricia L. Quinones, Chief Administrative Officer
Scotty Bell, Chief Operating Officer
Robert E. Dose, Chief Financial Officer
Bassey Yau, Vice President Corporate Controller
Brian True, Vice President of Sales, National Sales Group
Paul Gall, Vice President of Logistics
Melissa K. French, Vice President of Marketing Services
Andrea Simms, Sales Service Manager
Christen Jones, Bid and Contract Supervisor

are each hereby authorized to sign on behalf of the Company, bids, bid bonds, performance bonds, and contracts between schools, government agencies or other customers and the Company calling for the sales and servicing of furniture made by the Company in the ordinary and usual business of the Company carried on with schools, school boards, school districts, government agencies and other customers, and this Resolution supersedes and cancels all previous Resolutions authorizing other employees to act on behalf of the Company. The authority granted by this Resolution terminates on January 31, 2021.



Robert E. Dose
Secretary
Date: October 6, 2020

(Corporate Seal)

Exhibit “A”

Broward County

REQUEST FOR PROPOSAL

RFP FY21-106 – School and Department Furniture



Virco Contact

Brad Misskelley, Territory Sales Manager
Todd Manning, Southeast Regional Manager
Patricia Quinones, Chief Administrative Officer

Virco, Inc.
2027 Harpers Way Torrance, CA 90501
Highway 65 South Conway, AR 72032
(800) 448-4726

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Letter Of Transmittal

4.1.3

PRICING NEGOTIATION

Patricia Quinones

Chief Administrative Officer
E: PattyQuinones@virco.com
P: 800-448-4726 x 2653

Brian True

Vice President of Sales, National Sales Group
E: BrianTrue@virco.com
P: 800-448-4726 x 2622

EJ Vakakes

Vice President Sales Eastern Division
E: EJVakakes@virco.com
P: 800-448-4726 x 1247

SUBMITTAL CLARIFICATION

Todd Manning, Southeast Regional Manager

E: ToddManning@virco.com
P: 800-448-4726 x 1716

Brad Misskelley - Local Representative

Territory Sales Manager
E: BradMisskelley@virco.com
P: 800-448-4726 x 1407

CORPORATE HEADQUARTERS

2027 HARPERS WAY
TORRANCE, CA 90501
800-448-4726
www.virco.com

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.

- 4.1.1 Title Page: Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
- 4.1.2 Table of Contents: Include a clear identification of the material by section and by page number.
- 4.1.3 Letter of Transmittal: Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.
- 4.1.4 Required Response Form: (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 Notice Provision: Should your firm become an Awardee under this RFP, please specify the name and address **of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:**

Name/Title, Address and email address of Awardee's Representative for Notices:

Patricia L Quinones - Chief Administrative Officer

2027 Harpers Way, Torrance, CA 90501 pattyquinones@virco.com

With a Copy To: (Name/Title and Address)

Christen Jones - Bid & Contract Supervisor

Highway 65 S, Conway, AR 72032 cms@virco.com

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 Minimum Eligibility Requirement(s): To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. Failure to provide or clearly state the information requested below will result in the disqualification of proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No Do not check both boxes.

4.2.2 Local Representative within the Tri-County Area (Broward, Miami-Dade, Palm Beach).

4.2.3 Proposer must submit all Discounts and Prices in the Bid Summary Sheet provided by SBBC (Attachment K).

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

Virco Representative

4.2.2



BRAD MISSKELLEY

Territory Sales Manager,
Central/East Florida
BradMisskelley@virco.com
(772) 579-7606

Brad has over 8 years' experience in the Education Furniture Industry and a proven track record in Florida K-12 projects. He has worked with Broward schools since joining Virco in June of 2012. Brad will be the key contact for Broward County for their upcoming construction/renovations projects and furniture orders. He will lead his Virco team that will consist of a Licensed Interior Designer, Field Installation Coordinator and Internal Project Facilitator to make sure your projects run smoothly. Brad prides himself on being there during the planning stages all the way through project completion.

Executive Summary

4.4.1.1

Virco has studied and understands the content of RFP: FY21-106. We feel that we are uniquely qualified to provide the products and services as outlined within this document because of our company's 70-year history of providing quality products and services to K-12 school districts across the country.

When Virco first opened for business in Southern California back in 1950, we had one customer on our books. Our goal was and still is to provide reliable, high value furniture and courteous, efficient service. Four years later, to meet the needs of our quickly growing customer base, we added another factory in Conway, Arkansas.

Ever since, as demand has increased, Virco has kept pace by continually expanding and upgrading our domestic facilities. Today, Virco serves you from two state-of-the-art U.S. locations: a 560,000 square-foot plant in Torrance, California and a multi plant operation with 1,750,000 square feet of space in Conway. As America's largest manufacturer and supplier of furniture and equipment for K-12 schools. Virco continues to give customers the unparalleled advantages of working with an experienced U.S. manufacturer.

Virco Manufacturing has mastered the art of helping school systems with their furniture needs by developing a process called "Planscape"; this approach includes assistance from a team of specialists that help school systems efficiently move from the budget phase through to successful project completion.

We start with a hands-on, face to face approach with the school systems designated representatives. We listen to the vision of the end user and come up with a comprehensive solution to meet those needs, including selecting a color palette that complements the building. We utilize our Planscape Licensed Designers to provide detailed color renderings that allow the end user to get an accurate visualization of key spaces of their building.

Once the order is placed our order entry team proofs/reviews the order 4 different times by 4 different team members to make sure no errors occur during order entry. Once the product is manufactured, the delivery and installation phase of the project begins. Our team will place room by room lists on each door showing the approved layout and products for each room. Our installation crew members meet the truck, offload, assemble, place the furniture per the customer approved drawings, do a final cleaning and remove all trash. Once the installation is completed our lead installer will do a walk through with the customer to make sure all products are accounted for and any damages are noted so replacements can be provided.

Our goal is to make this process as easy as possible for the end user. School administrators are extremely busy, and we pride ourselves on making this process as easy as possible for them.



ATTACHMENT J – REFERENCES

The School Board of Broward County, Florida

Vendor Name: Virco Inc

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers, email addresses and dates of service.

Reference 1 –

Name of Firm: Palm Beach County Public Schools Contact Person: Kristin Doyle
Phone #: 561-543-5833 Email: kristin.doyle@palmbeachschools.org
Date of Service: Several projects 2019 Cost of Service: \$3.5 million
Address: Verde Elementary School - 6590 Verde Trail, Boca Raton, FL 33433

Scope of Work: Verde Elementary School new construction project and an additional 29 school renovation projects from 2018-2019.

Reference 2 –

Name of Firm: Seminole County School District Contact Person: Joy Ford
Phone #: 407-320-0069 Email: joy_ford@scps.k12.fl.us
Date of Service: July 2018 Cost of Service: \$1.1 million
Address: 21 Lakeview Avenue, Sanford, FL 32773

Scope of Work: PSI High School - new STEAM high school project where Virco provided all FF&E. Several STEM labs in elementary schools district-wide during the 2017 school year.

Reference 3 –

Name of Firm: Orange County Public Schools Contact Person: Cecilia Washington - FF&E Coordinator
Phone #: 407-317-3700 x 5422 Email: cecilia.washington2@ocps.net
Date of Service: 2013-present Cost of Service: \$12 million over 7 years.
Address: Multiple schools in Orange county

Scope of Work: Provided new classroom furniture for all new schools since 2013. Sole provider of classroom furniture on new construction projects.

Reference 4 –

Name of Firm: School District of Osceola County Contact Person: Lisa Kesecker - Senior Buyer
Phone #: 407-870-4622 Email: keseckel@osceola.k12.fl.us
Date of Service: 7/18 completion date Cost of Service: \$1.1 million
Address: 3675 Boggy Creek Road, Kissimmee, FL 34744

Scope of Work: Tohopekaliga High School - Kissimmee, FL - New construction project. Virco provided 90% of all FF&E to this school.

Reference 5 –

Name of Firm: Monroe County Public Schools Contact Person: Doug Pryor
Phone #: 305-407-8251 Email: douglas.pryor@keysschools.com
Date of Service: 2018-2020 Cost of Service: \$3 million
Address: Gerald Adams Elementary 5855 College Road, Key West, FL 33040

Scope of Work: Plantation Key School 100 Lake Road, Tavernier, FL 33070
Stanley Switlik 3400 Overseas Hwy, Marathon, FL 33050
Completely furnished all three schools. Gerald Adams and Plantation Key completed in 2018. Stanley Switlik phase one completed December 2019, with phase two set to complete July 2020.

Supply Chain Strengths

4.4.1.3

When we first opened for business in 1950, Virco was committed to providing furniture and equipment from our own American factories. Ever since, Virco has kept pace by continually expanding and upgrading our domestic facilities. Today, Virco is fully integrated and relies on very few outside suppliers to provide components that result in a Virco finished product.

At Virco, we design, manufacture and assemble our products at two state-of-the-art U.S. facility locations: a 560,000 square-foot plant in Torrance, California and a multi-plant operation with 1,750,000 square feet of space in Conway. As America's largest manufacturer and supplier of furniture and equipment for K-12 schools – and a leading furniture and equipment source for convention centers and arenas, colleges and universities, hospitality providers, government facilities, and places of worship – Virco continues to give customers the unparalleled advantages of working with an experienced U.S. manufacturer.

During the Covid-19 pandemic, Virco has stayed fully operational and because of our fully integrated manufacturing operation, has had no supply chain interruptions in either of our manufacturing facilities. In fact, Virco has received orders from districts across the country to meet specific distancing requirements and since July 1, 2020 have entered orders, that we guaranteed delivery prior to the respective school opening, resulting in commitments for over **35,000** open front desks and **10,000** combo desk units. Besides Virco's unmatched manufacturing capabilities, Virco has an 850,000 square foot warehouse in our Conway, AR location which allows Virco to inventory millions of dollars in finished goods as well as manufacture and inventory components in the winter and spring that are ready to be assembled into finished goods as orders are released for summer delivery. Virco's Assemble to Ship program has made Virco the most reliable provider of educational furniture during the busy summer delivery season.



SUPPLY CHAIN STRENGTHS *(continued)*

Our warehouse capabilities also allow Virco to manufacture and inventory large orders that are issued in the winter and spring that require summer delivery. This manufacturing and inventory commitment are done as a courtesy to our customers and carries no additional cost. Moreover, our warehouse capabilities allow Virco to easily accommodate any request to delay a delivery due to unforeseen circumstances.

SUPPLIERS OF RAW MATERIALS

Virco works with a variety of nationwide suppliers who provide us with everything from raw materials such as steel, plastic resins, wood, laminate and other important materials that produce a wide array of products; as well as machinery, packaging materials and shipping, helping to keep US dollars at home to strengthen our economy

Manufacturing and Warehouse Capabilities

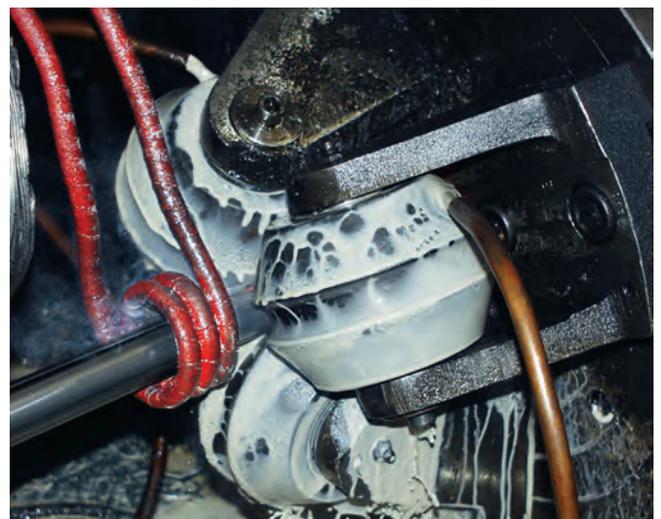
STEEL FABRICATION / TUBE MILL

Virco's ability to make tubular steel components has always set us apart from the competition. By fabricating our own tubing – rather than buying it from a “middleman” – Virco gives our customers a quality control advantage, and a pricing advantage, that competitors who out-source their tubing simply cannot match.

Back in 1950, the first piece of manufacturing equipment installed in Virco's southern California factory was a tube mill, which transforms raw steel coils – some of which weigh over 20,000 pounds – into round, rectangular or specially shaped steel tubes.

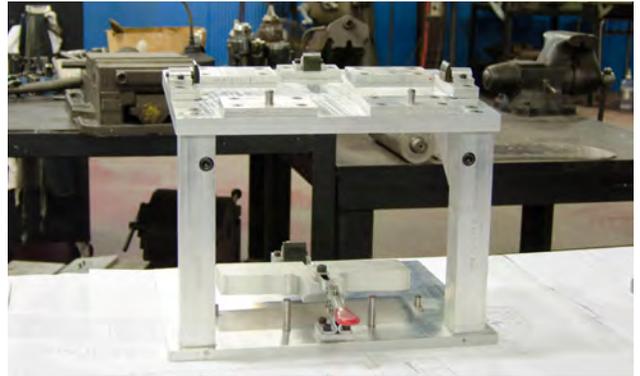
Virco currently produces 17 different tube diameters for use in our various furniture and equipment lines. To satisfy customer demand for our products, Virco purchased more than 18,000,000 pounds of steel coil in the 12 months prior to the release of this brochure.

Because Virco maintains a total of seven American-made tube mills – five in Conway and two in Torrance – we're well equipped to fabricate millions of pounds of tubular steel every year. Dozens of in-house stamping and bending machines let us manufacture the full range of high-strength steel components that give Virco products their well-earned



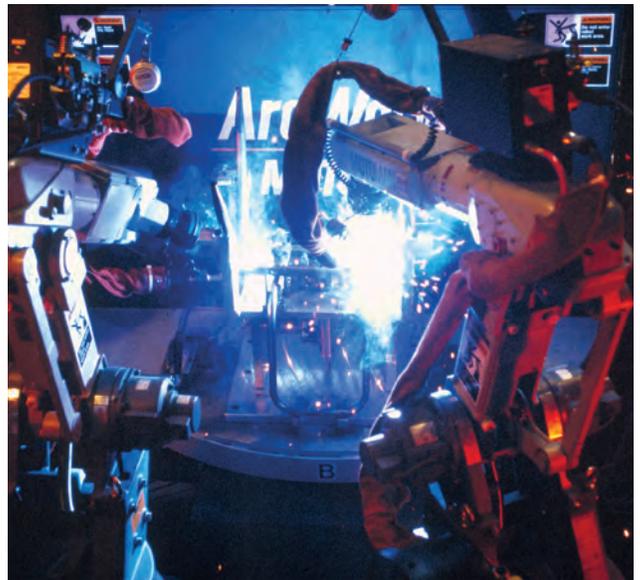
SUPPLY CHAIN STRENGTHS *(continued)*

reputation for reliable, long-term performance. In addition to our tubular steel manufacturing capabilities, Virco recently established a fully equipped flat metal forming department in Conway, where we now produce our own vertical files, lateral files, metal cabinets, storage pedestals and related items. By increasing the number of steel components, we fabricate in house, we're giving you an even greater range of affordable, high-value Virco-made products.



ROBOTICS

Virco began using robotic welders during the 1990s in both Conway and Torrance. Today, we rely on robotic welding units to cost-effectively enhance Virco's advanced manufacturing operations, in which precisely formed parts ensure quality weld joints. With upfront investments in technology, our welds can be applied at minimal cost for superior Virco product quality. Virco has the largest number of robotic welders in our industry. Welding has always been a critical operation in the manufacture of classroom/institutional furniture, recognizing the mandate for safety and durability. On a related note, Virco is the K-12 furniture market leader in vision-assisted assembly, in which robots photographically locate components for drilling and screwing to expedite and lower the cost of product assembly.



WOODSHOP

For products like desks, tables and chair/desk combo units, Virco manufactures high-pressure laminate work surfaces in the Woodshop departments of our Torrance and Conway factories. We start with particleboard, plywood or medium-density fiberboard (MDF) substrates, to which a plastic laminate top sheet and a bottom backing sheet are bonded under intense pressure. Then, using one of our CNC (Computer Numerically Controlled) routers, these components are trimmed and shaped to the proper size and configuration; work surface edges are then either sealed with lacquer, with T-mold plastic banding or with Virco's premium urethane-based Sure Edge® finish.



To enhance the efficiency of our operations, Virco's Conway and Torrance Woodshop departments recycle scrap wood and wood dust that would otherwise be sent to a landfill. In fact, through the year 2016, Virco has recycled more than 160,717,364 pounds of wood related materials since 1991.

SUPPLY CHAIN STRENGTHS *(continued)*

COLORFUL INJECTION MOLDING

Virco's fully integrated manufacturing operations include extensive injection-molding capabilities at our Conway factories. As with other aspects of our operations, Virco's ability to mold a complete range of soft plastic chair shells for our diverse seating lines gives us a cost- and quality-control advantage over competitors who rely on vendors for injection-molded components.

Taken together, Conway Plant 1 and Plant 2 have 22 injection molding machines that turn out polyethylene shells for our best-selling 9000 Classic Series™ product line and a variety of polypropylene shells for our popular ZUMA®, Sage™, Metaphor® and I.Q.® seating collections. Robotic technology enhances the speed and accuracy of our injection-molding operations.

Compared to competitors who lack these capabilities, Virco gives you more plastic chair shell color choices and better lead-times. We also welcome special orders for seating with custom-colored shells.



POWDER COAT PAINT

Steel-frame Virco products that require a painted finish are processed through our Torrance and Conway powder coat lines. First introduced on a large scale in the automotive industry, powder coat painting is now widely used in most industries as a more cost-effective and environmentally friendly alternative to older wet-paint applications. In Torrance, Virco's two powder coat paint lines each extend more than 2100 linear feet and can be operated at speeds of up to 40 feet per minute; in Conway, our lines are 4600 feet long and move at up to 90 feet per minute. Powder paint is applied electrostatically in a spray booth to components suspended from each line; components are pre-treated to give them a positive electrical charge which attracts and holds the powder to their surface. To recycle powder from our booths, Virco has six reclaim modules for our most popular colors.



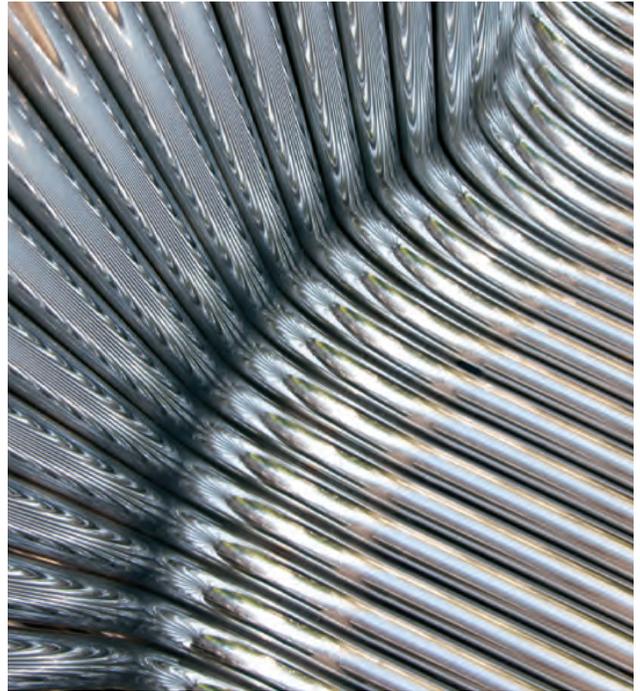
SUPPLY CHAIN STRENGTHS *(continued)*

ADVANCES IN CHROME PLATING

Since many Virco customers – particularly K-12 schools – prefer steel-frame furniture with a chrome finish, Virco has an in-house chrome plating department at our Conway Plant 1 facility. To insure consistent, high-quality production, we've partnered for several years with a company that specializes in chrome plating to oversee the operations of this department

In keeping with Virco's commitment to sustainable business practices, our trivalent chrome plating is more environmentally friendly than older chroming methods used in other operations.

It's also important to note that our chrome plating department has a self-contained water treatment/filtration system. After filtration, the water used in the Conway chroming process is suitable for discharge into Conway's community wastewater system. And along with our Green approach to chroming, Virco's durable, eye-catching chrome finish meets or beats anything else on the market!



LOGISTICS AND INSTALLATION

Virco delivers and installs over \$120 million dollars of product to our customers annually. Project management has been an important part of our overall solution-based services since the late 90's and our national presence has helped Virco develop the best logistic and installation program in the K-12 industry.

Once an order is entered, Virco will assign a project facilitator who will manage the order's progress through manufacturing and work alongside our installation team and Broward County School's personnel to discuss site conditions and discuss any possible challenges that could impede a smooth and efficient installation. When delivery dates are confirmed our Field Service Supervisors work closely with our team of independent installation companies that we contract with in South Florida. These companies are certified and insured professionals that have in-depth knowledge of Virco's products.

Once the product is manufactured, the delivery and installation phase of the project begins. Our team will place room by room lists on each door showing the approved layout and products for each room. Our installation crew members meet the truck, offload, assemble, place the furniture per the customer approved drawings, do a final cleaning and remove all trash. Once the installation is completed our lead installer will do a walk through with the customer to make sure all products are accounted for and any damages are noted so replacements can be provided.

Good and Services Warranty

4.4.1.4

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

Limitations

From the date of purchase, Virco's warranty covers the items below as follows:

10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty

5 Years

Glides, floor rocker foam pad, casters, pneumatic cylinders and torsion bars on mobile folding tables

1 Year

Chairs with custom logos applied to their upholstered seats and/or backs

Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings
- Failures resulting from inadequate inspection and maintenance
- The effects of normal usage over time
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information)
- Product modifications not approved by Virco
- Vinyl and fabric upholstery material, except as may be offered by the mill source
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes

Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

Good and Services Warranty *(continued)*

To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly, at least annually, for the following: (1) loose or missing fasteners such as screws, rivets or staples, (2) metal fatigue, rust, cracks or broken welds, (3) any problem that causes instability or tipping, (4) any signs of misuse. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, repair, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.

Eco-Friendly Certifications

4.4.1.5 LICENSES, CERTIFICATIONS & COMPLIANCE



ANSI/BIFMA - Virco is a member of BIFMA, the trade association for business and institutional furniture manufacturers. Virco tests and evaluates our products according to rigorous standards, including applicable performance testing for strength, durability and stability as established by the Business and Institutional Furniture Manufacturers Association (BIFMA) and accepted by the American National Standards Institute (ANSI).



GREENGUARD - In 2005, Virco's ZUMA® and ZUMAFrd™ became the first classroom furniture product lines from any manufacturer to earn GREENGUARD indoor air quality certification through the Greenguard for Children and Schools program. Today, hundreds of additional Virco classroom furniture models have earned this certification and GREENGUARD Gold Certification.



EPA Waste Wise - We're proud that the U.S. Environmental Protection Agency recognized our recycling leadership by choosing Virco as a charter member of their WasteWise Hall of Fame in 2003 and as a WasteWise winner for reducing waste in 2019.



CPSIA - Virco proudly complies with all laws and governmental regulations affecting our products, including the federal Consumer Products Safety Improvement Act of 2008 (CPSIA) and the California Air Resource Board (CARB) regulation of formaldehyde emissions from composite wood. All applicable Virco products are tested by a third-party laboratory and certified to comply.



LEED - Selected Virco products can help earn points under the LEED for New Construction and LEED for Schools rating systems; to learn more, go to Virco's website and click on the Corporate Stewardship link.



CARB Compliance - Virco complies with the California Air Resources Board (CARB) regulation (#93120.2) implemented in 2009 that affects.

Eco-Friendly Certifications

4.4.1.5

SCHOOL & COMUNITY OUTREACH



Cash For Cardboard - Established in 1993, Virco's "Cash for Cardboard" Program helps 35 schools near our Conway Facility reap the benefits of recycling cardboard; to date, participating schools have earned over \$248,000 through recycling.



Recycling & Resource Recovery Initiatives - Recycling is a key aspect of Virco's commitment to sustainable business practices. Virco started its recycling program in 1989 with four material categories: scrap, metal, office paper and hydraulic oil. Today, we have more than 40 categories and have processed over 435,000,000 pounds of recyclables.



Virco Take-Back Program - Virco offers a unique opportunity for the District to recycle furniture that has served its useful purpose through our Take-Back Program. Recognizing that the refurbishment of a single classroom can generate tons of unwanted furniture components, we remove the old furniture prior to installation of the new furniture. We disassemble to items and recycle those items, such as steel and chair shells, which can easily be recycled. Wood and plastics are ground up and incorporated into our hard-plastic components. Virco also offers inventory assessment services when providing FF&E services to a customer.

Delivery Services

4.4.2: A

Virco has been providing complete delivery and installation services for over twenty-five years. Through our Plan-SCAPE project management services, Virco has developed and implemented a comprehensive workflow procedure that is strictly adhered to. This program helps create an organized and efficient work area to ensure a smooth and successful installation.

Virco has identified four critical milestones and key tasks and responsibilities within each milestone that will help us meet our goals and objectives.

Milestone 1: Site Preparation

- No matter if the site is new construction, modernization or a refresh project, Virco is committed to check on the site four weeks and two weeks from the intended delivery date. One or both of the site visits will include Virco's contracted installation company to review truck placement, staging areas, hall and room access and elevator operation, if available.
- The site visit two weeks prior to delivery is also intended to communicate any possible delays and will set a time in which a final decision will be to proceed or not.

Milestone 2: Confirm Delivery Date / Installation Plan

- Upon confirmation of the delivery and installation schedule, Room by Room checklists will be posted outside each room or space receiving furniture or equipment. The room list includes a picture of each product, the quantity and a complete description of each product.
- The installers will be provided a room layout provided by Virco's design staff that provides the intended placement of the furniture.
- Installers will prep the building to ensure floors, doors, hallways, etc. are covered to protect from possible damage.

Milestone 3: Installation

- Deliveries are carefully coordinated by day and time. Each delivery is set up per the installation work schedule.
- Daily reports are submitted outlining the progress of the installation and will communicate any issues or concerns that need to be addressed.
- All issues that require additional work or planning, including damaged product, missing product or other possible issues, will be recorded daily.
- Once a space has been installed and set in place, the Room by Room sheet will be marked off and will indicate any reason to return. If the room is fully completed the Room by Room sheet will be dated and signed off.
- Clean up and tidiness will be implemented each day. All cartooning and dunnage will be disposed of as required throughout the project.

DELIVERY SERVICES *(continued)*

Milestone 4: Project Walk-Through

- Initial walk-through will include the customer, the installer and Virco's Territory Sales Manager. Each room will be reviewed, and any note or issues will be acknowledged on the Room by Room Sheet, dated and signed by the customer. Rooms with no issues will be noted, dated and signed by the customer.
- Upon completion of the initial walk-through all open issues that have not already been processed will submitted.
- All open punch list items will be discussed, including target dates of completion.
- Final punch list items will be approved and signed off as completed. It's Virco's intention to have as few return trips to complete the punch list process.

Testing Documentation

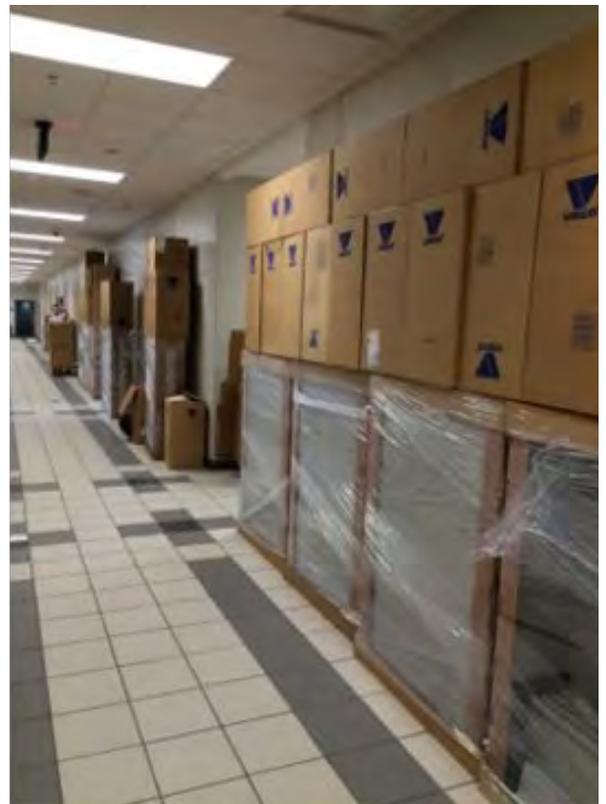
4.4.2: B

Virco is a member of BIFMA, the trade association for business and institutional furniture manufacturers. Since 1973, BIFMA has been the voice of commercial furniture industry. As a service to our customers and assure superior levels of quality control, Virco tests and evaluates our products according to rigorous standards. Virco's products evaluation program includes applicable performance testing for strength, durability and stability as established by the Business and Institutional Furniture Manufacturers Association (BIFMA) and accepted by the American National Standards Institute (ANSI).

Custom Cartoning & Labeling

4.4.2: C

Boxes are labeled by site, by classroom and/or by teacher name so materials can be quickly inventoried and delivered to each location without error.



Quantity	Supplier/Model #	3P Classroom	Description
8	Virco Inc #12518	Steel, 120 Series, 14" Seat Height, Plastic Seat, Steel Frame, Nylon Base Drive Glides, Standard with Chrome Frame Only. Color: Sub-Plastic-Red Frame-Chrome	
1	Virco Inc #891072	Table, 4000 Series, Activity Table, Standard Legs, 48" X 72" Table X 1 1/4" High Pressure Laminate Particleboard Top with Reinforcing Steel And T-Bar Edge Banding, 27 3/4" Adjustable Height, Tubular Steel Legs, Nylon Base Drive Glides. Color: Laminate Top-Gray Subframe 1 Steel Edge-Red Frame-Chrome	
1	Virco Inc #8C33652	Modular, 3 Adjustable shelves on 1 cabinet, 15 D x 36 W x 62 H, metal. Color: Frame-Light Gray	
1	Virco Inc #8C318PC	Chair, Office Series, 4-Leg, Upholstered Padded Seat, Backrest, 18" Seat Height, Ergonomically Contoured Back Plastic Seat, Steel Frame, Casters. Color: Sub-Plastic-Red/Pat. Back/Frame-Chrome	
1	Virco Inc #PFLA2HOLD	Flag Holder, Steel, Classroom Flag Staff. Color: Wire Color-#60028	
1	Virco Inc #PFLA2N1524	Use Flag Mounted On 2 1/2 x 36 Staff 16 x 18 x 24 in.	
1	Virco Inc #PFLA2N1524	Flag Cart, wire metal, plastic, #1 cart capacity 11 W x 15.25 D x 18.2 H	
26	Virco Inc #220004850M	Desk, Zurnell Series, Economy-Strapped Student Desk, 1 Leg Adjustable 27 3/4", 20" X 30" X 34" High Plastic Top, Plastic Back Box, Steel Frame, Nylon Base Drive Glides. Color: Sub-Plastic-Red Frame-Chrome Top-Steel Back/Frame-Chrome	
26	Virco Inc #201218	Chair, Zurnell Series, 4-Leg, 18" Seat, Nylon Glides. Color: Sub-Plastic-Red Frame-Chrome	

W12282-17 10/2016 CONFIDENTIAL WITH ACCOUNTY UNIVERSITY BUILDING NAME Page 6

Catalog References

4.4.2: D



INFANT & TODDLER FURNITURE

<http://www.wooddesigns.com/>

https://virco.com/sites/default/files/catalogs/2020_early_learning.pdf



ELEMENTARY AND SPECIAL NEEDS

https://virco.com/sites/default/files/catalogs/2020_e4e_all_reader_spreads_2_1.pdf

https://virco.com/sites/default/files/catalogs/room_to_move_brochure.pdf



STEM

https://s3.amazonaws.com/diversif-868/look-books/files/DW_FVT_LookBook.pdf

https://s3.amazonaws.com/diversif-868/catalogs/files/2020_DWICatalog.pdf

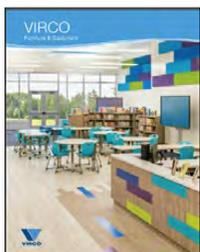
<https://static1.squarespace.com/static/5cfa59b843f02d0001c2a27e/t/5df8dc60800af8463b837fda/1576590434560/2020-STEM+Station.pdf>



SENSORY/SOCIAL EMOTIONAL

https://virco.com/sites/default/files/catalogs/2020_early_learning.pdf

https://virco.com/sites/default/files/catalogs/room_to_move_brochure.pdf



LANGUAGE, SCIENCE, MATH AND SOCIAL STUDIES

https://virco.com/sites/default/files/catalogs/2020_e4e_all_reader_spreads_2_1.pdf

Catalog References

4.4.2: H



OUTDOOR FURNITURE

<https://www.ultra-site.com/>

<http://viewer.zmags.com/publication/fc3cbd2e#/fc3cbd2e/1>

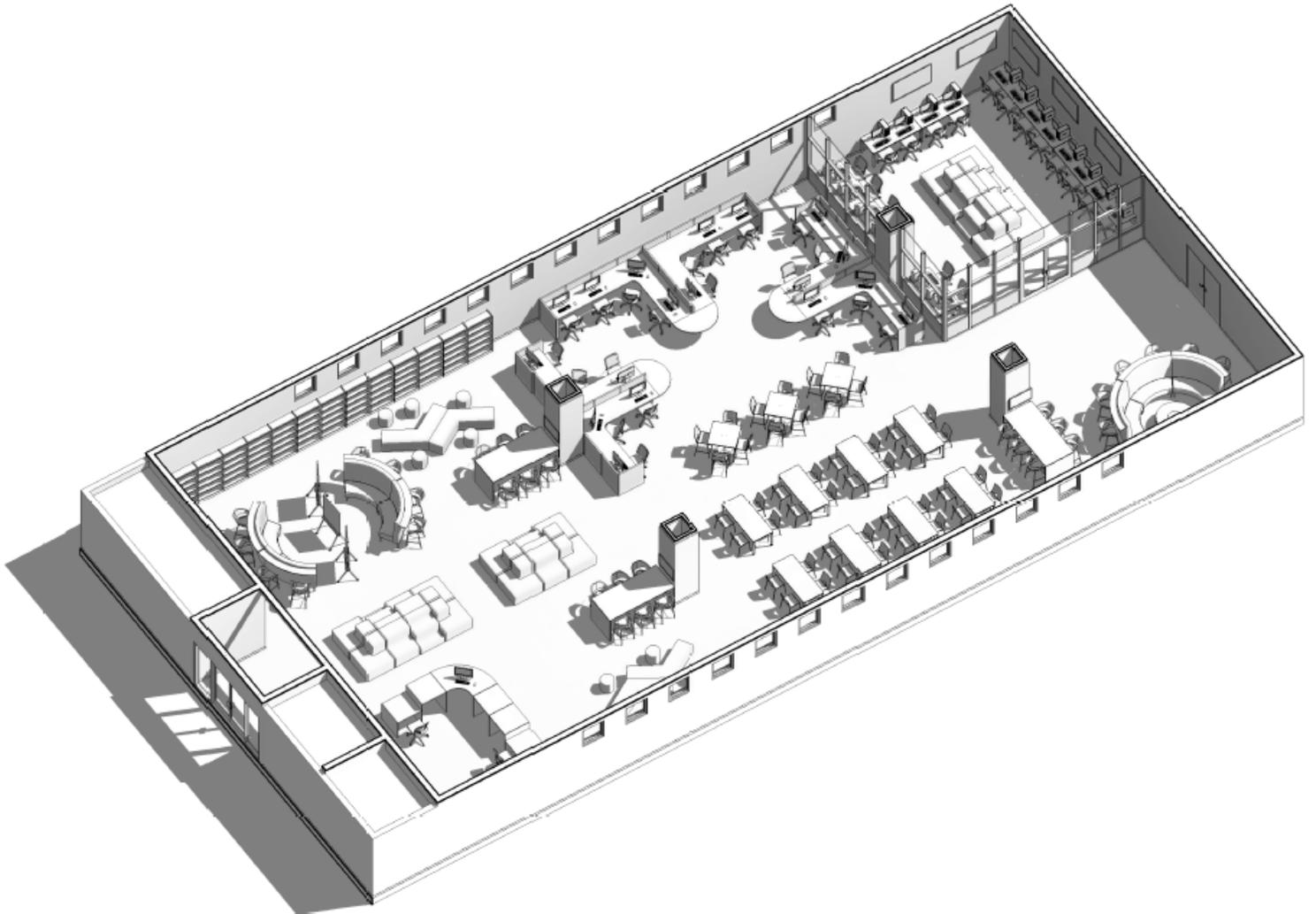
Esports - Adjustable Station

4.4.2: I-A



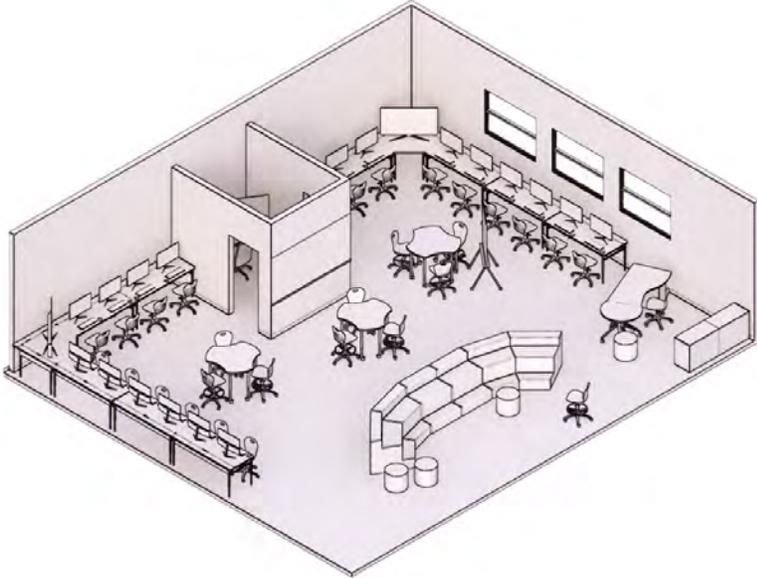
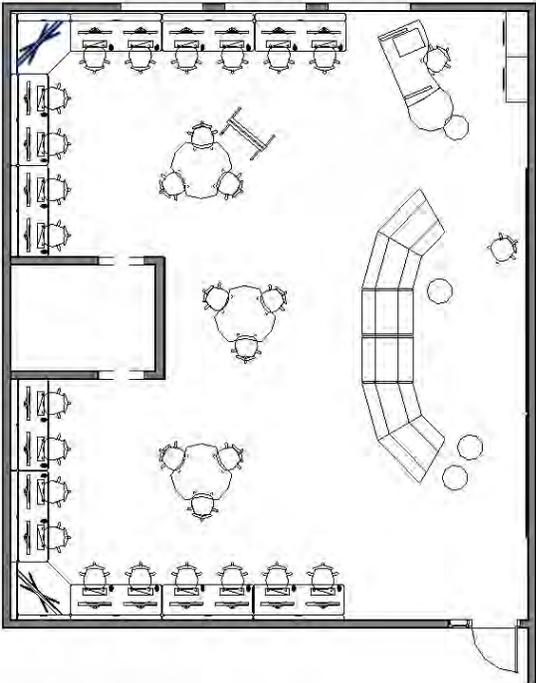
Esports Lab

4.4.2: I-A



Aviation Lab

4.4.2: I-B

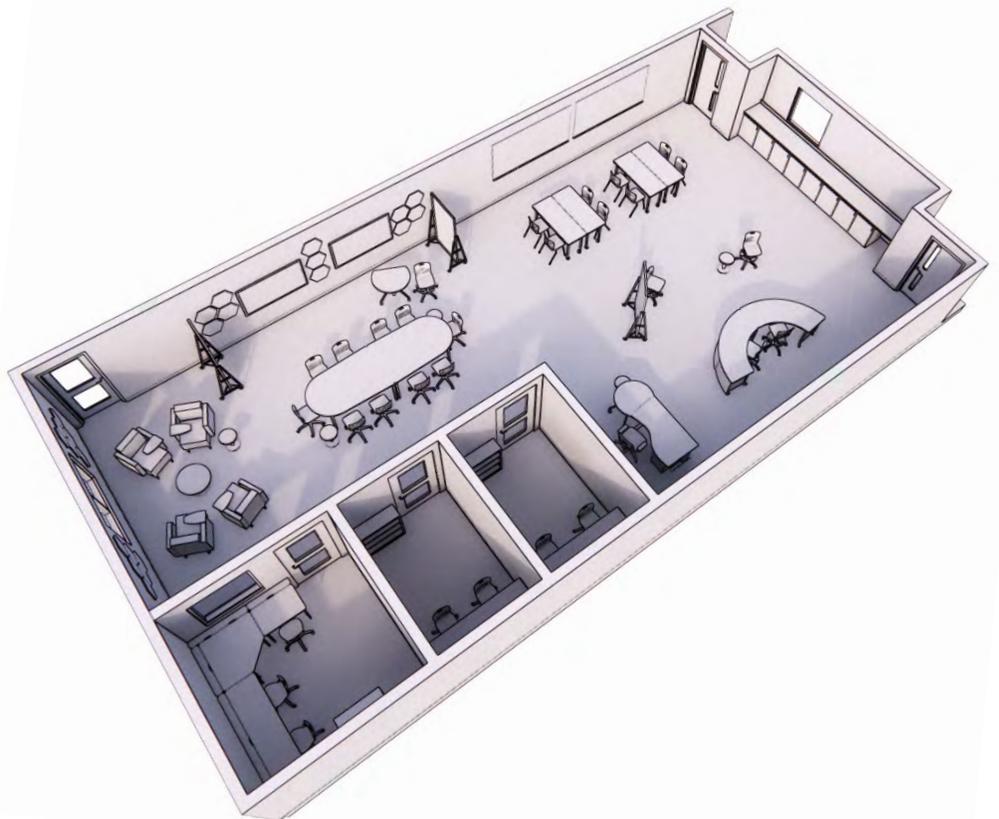
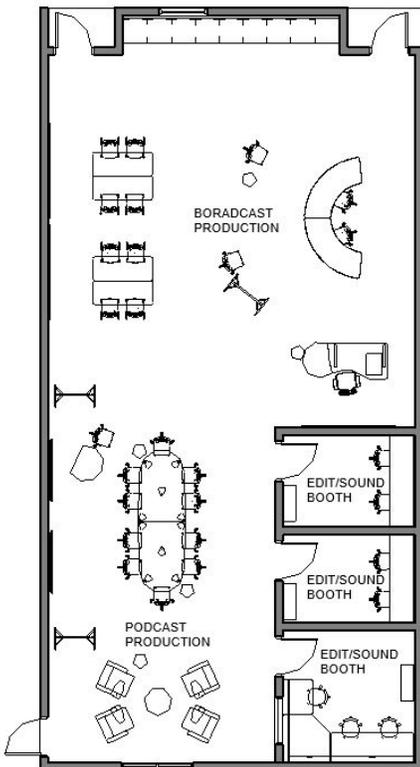


Podcasting/Shoutcasting Studio/Entertainment Lab

4.4.2: I-C&D



Podcasting/Shoutcasting & Studio/Entertainment Lab *(continued)*



Podcasting/Shoutcasting & Studio/Entertainment Lab *(continued)*



Concierge/Hospitality

4.4.2: I-E



Marine Outboarding & Mechanics

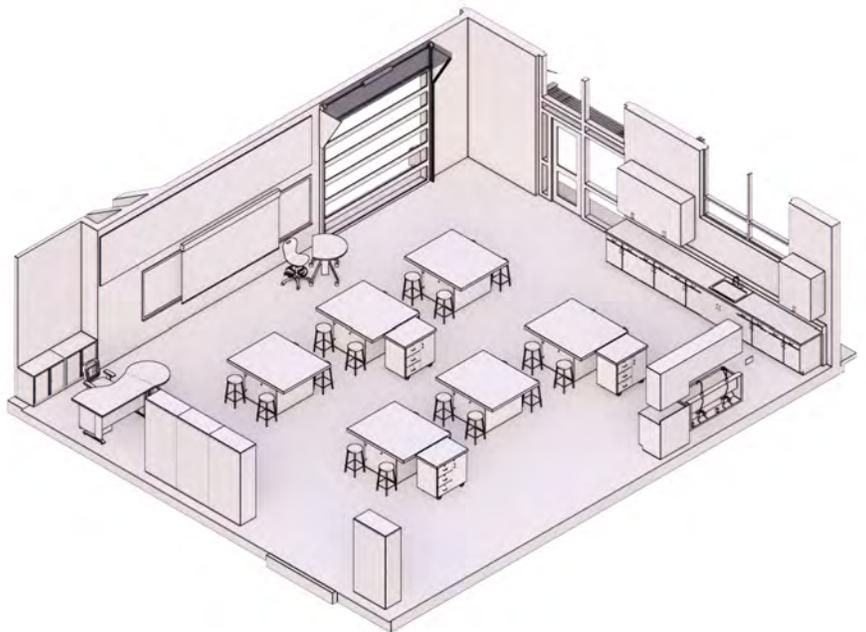
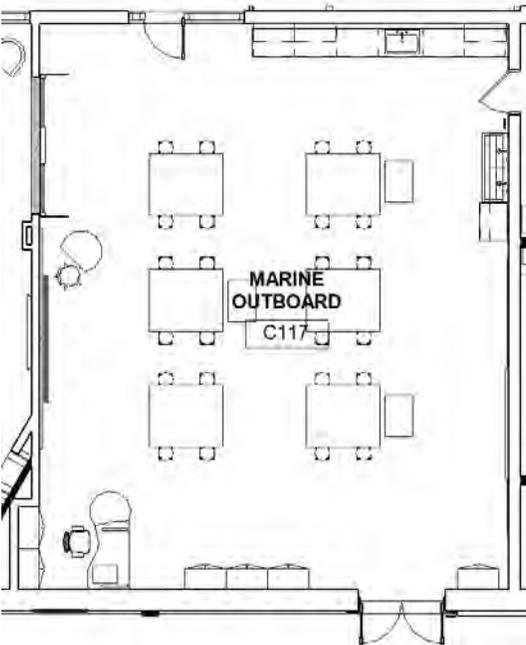
4.4.2: I-F



Mechanics Lab *(continued)*



Mechanics Lab *(continued)*



Robotics Lab *(continued)*



Business Office Spaces

4.4.2: I-G



Virco PlanSCAPE®

4.4.2: E,F&G

The School Board of Broward County, Florida

Virco's PlanSCAPE program is a comprehensive project management service . From planning and design through procurement and installation, PlanSCAPE helps you manage your project from start to finish. Using a team approach, our project professionals leverage decades of experience and recent innovative best practices to create a 21st Century Learning Environment crafted to meet your vision. Our PlanSCAPE project software allows you to stay informed and on target throughout the process. The PlanSCAPE design team utilizes BIM (Building Information Modeling) as a tool to provide accurate visual representation of your project, with the selected furnishings rendered within the actual interior detail.

Combining carefully curated partner vendors through our Omnia Partners/U.S. Communities contract venue along with Virco's core product offering, enables the project team the ability to outfit a campus with a comprehensive product offering. The contract venue allows for pricing transparency that includes the delivery and installation process. Procurement is executed through our project pricing and submittal documents. Professional Development and Care and Use Training are available during the planning process.

Our dedicated PlanSCAPE Project Facilitator and Field Service Team guide your project through to completion. Final walkthrough and punch list sign-off is followed up with a post- installation satisfaction survey and a one-year post installation visit.

Virco PlanSCAPE®

PLANSCAPE DESIGN TEAM

The PlanSCAPE Design Team utilizes a tiered support structure that combines an on-site PlanSCAPE Specialist to facilitate visioning and programming meetings, with our in-house PlanSCAPE Designer to support the detailed space planning and design work. The team employs PlanSCAPE data base software and Revit BIM software to provide accurate detailed deliverables.

Members of our PlanSCAPE Design Team are licensed and accredited interior designers with experience specific to K-12 educational environments.

Virco PlanSCAPE®

PROPOSED APPROACH TO FURNITURE PROCUREMENT

1 NEEDS ASSESSMENT

Identifying your total furniture & equipment needs

2 PROJECT & BUDGET ANALYSIS

Choosing products to satisfy your usage and budget specifications

3 CONTRACT PROCUREMENT

Time-saving, cost-effective and featuring our nationally competitive bid via OMNIA Partners, Public Sector (subsidiary U.S. Communities)

4 PROJECT MANAGEMENT

Ensuring your project is perfectly delivered and installed

1. Needs Assessment

PlanSCAPE[®] recognizes no two schools are exactly alike.

That's why we don't use a "one-size-fits-all" approach to furniture and equipment packages. Instead, we work with you to expertly assess your school's individual needs and requirements to find the solution that's right for your school.

A thorough PlanSCAPE needs assessment includes an evaluation of your school's learning environments (traditional classrooms, tech labs, libraries, music rooms, art rooms, office and administrative areas, etc.); space-planning challenges; furniture and equipment preferences; and delivery and installation deadlines.

With the complimentary PlanSCAPE service, you get the assurance that your school's FF&E requirements have been comprehensively analyzed. And with Virco's huge product inventory, there's the added advantage of great lead times for thousands of furniture and equipment items.

2. Project & Budget Analysis

PlanSCAPE® budget analysis helps you make informed decisions and effectively allocate your FF&E dollars.

Every school administrator appreciates the need to maximize financial resources, particularly for a FF&E purchase. A PlanSCAPE budget analysis compares the features, benefits, and prices of competing products so you can target the specific combination of furniture and equipment that makes the most sense for your school.

PlanSCAPE gives you access to thousands of popular products from top manufacturers, most of which – like Virco – operate their own domestic factories for optimum lead times, quality control and color offerings.

Along with this budget analysis, PlanSCAPE's project evaluation generates a summary of all the products you've targeted for purchase.

3. Contract Procurement

Using the state or national contract that best suits your situation, you can purchase furniture and equipment through PlanSCAPE® at excellent prices.

Virco is proud of its dynamic affiliation with OMNIA Partners, Public Sector (Subsidiary U.S. Communities) to provide educational furniture and equipment to K-12, higher education, state, local and nonprofit organizations. With this comprehensive, detailed partnership, OMNIA Partners, Public Sector offers hundreds of products to address all of your campus FF&E needs.

We offer this time-saving, cost-effective contract procurement feature at no cost to you. In addition to OMNIA Partners, dozens of state contracts are also at your service.

4. Project Management

From start to finish, your PlanSCAPE® representative will be there for you.

Once your PlanSCAPE project begins, we'll stay in touch with you every step of the way. For greater efficiency, we'll consolidate products from various manufacturers at the Virco warehouse that's closest to you. In addition to minimizing the risk of freight damage, consolidation gives you the benefit of fewer deliveries to your school, enabling your project to be completed as quickly as possible.

PlanSCAPE professionals are committed to the success of your project. Listening to you and providing you with the industry's best furniture, equipment and service are our top priorities.

Proposed Approach to Furniture Procurement



Suspension

The temporary stoppage of a SBE firm’s beneficial participation in the District’s SDOP for a finite period of time due to cumulative contract payments the SBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

NOTE TO PROPOSER (s): Proposals will be evaluated based on the evaluation criterion below	Maximum Points
<p><u>Proposers responding to this solicitation that are SBBC-Certified SBE will be awarded ten (10) points. All SBBC Certified S/M/WBEs are considered SBEs.</u> The SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and or percentage/dollar amount to performed (see Attachment A). Indicate the extent and nature of the firm’s work with specificity, as it relates to the services as described in this RFP. If you are not a SBBC Certified SBE Proposer state N/A on the form and return it with your Proposal.</p>	10
<p><u>Proposers committing to subcontracting eight percent (8%) or more of the total contract value to a certified SBE firm at the time of submission will be awarded five points (5). All SBBC Certified S/M/WBEs are considered SBEs.</u> The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the <i>Form 00470</i> Statement of Intent to Perform as a SBE Subcontractor and <i>Form 00475</i> Subcontractor Participation Schedule (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the subcontractor will perform. Provide proof, in writing, that the SBE subcontractor is certified by The School Board of Broward County (SBBC), Florida. Any participation commitment by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. If you are not a SBBC Certified SBE Proposer state N/A on the form and return it with your Proposal.</p>	5
<p>MAXIMUM POINTS TO BE AWARDED</p>	15
<p>*If awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (SBE) Monthly Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. <u>State your willingness to comply with this requirement.</u></p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



Bidder/Proposer Assurance Statement

SOLICITATION #: RFP FY21-106
SOLICITATION TITLE: School and Department Furniture

INSTRUCTIONS: Document 00500 – Bidder/Proposer Assurance Statement must be submitted with the solicitation/bid. Such documentation as required by the SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. **If awarded**, the Bidder/Proposer must submit Form 00470 Statement of Intent to Perform as an M/WBE Subcontractor and Form 00475 Subcontractor Participation Schedule before final approval/execution of the contract. The EDDC will evaluate Forms 00470 and 00475.

COMPANY NAME: Virco Inc

NAME OF BIDDER/PROPOSER Christen Jones - Bid & Contract Supervisor

SBBC Certified SBE Firm Self Performing: Check HERE:

The above-named company commits to meeting the following percentage of SBE participation during the life of the contract for the RFP FY21-106, School and Department Furniture.

Proposer Agree to commit 10-14 % of the Total contract Value to a SBBC Certified SBE subcontractor. **Failure by firms to commit to the M/WBE participation requirements will render said firms nonresponsive.**

Christen Jones - Bid & Contract Supervisor 7/20/2020
(Name and Title) (Date)

(Signature)

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
<u>No Employees Apply</u>		

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Christen Jones
Signature

Virco Inc
Company Name

Christen Jones - Bid & Contract Supervisor
Name of Official

Highway 65 South
Business Address

Conway, AR 72032
City, State, Zip Code

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Virco Inc		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. Highway 65 South	Requester's name and address (optional)	
	6 City, state, and ZIP code Conway, AR 72032		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	3	-	0	8	1	5	7	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by Christen Jones the Bid & Contract Supervisor

(Print individual's name and title)

for Virco Inc
(Print name of entity submitting sworn statement)

whose business address is 2027 Harpers Way Torrance, CA 90501 (headquarters)/ Highway 65 South, Conway, AR 72032

and (if applicable) its Federal Employer Identification Number (FEIN) is 33-0815719

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Christen Jones
(Signature)

Sworn to and subscribed before me this 20 day of July, 2020.

Personally known _____ or _____

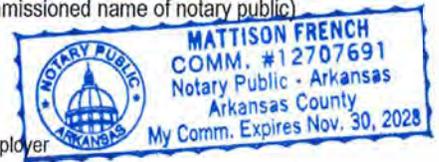
Produced Identification _____

(Type of Identification)

Notary Public State of Arkansas

My commission expires: 1/30/2028

Mattison French
(Printed, typed, or stamped commissioned name of notary public)



ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Virco Inc

Organization Name

Christen Jones - Bid & Contract Supervisor

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

7/20/2020

Date

ATTACHMENT H – ACH FORM ACH PAYMENT AGREEMENT FORM

The School Board of Broward County, Florida ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: Virco Inc

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute: PNC Bank

Branch/ State East Brunswick, NJ

Routing No: 031207607

Account No: 8026572329

Checking

Savings

VENDOR AREA:
Remittance Confirmation:
(please select one) accountsreceivable@virco.com

Fax

Email

Federal Identification No.
Vendor 33-0815719

TAX ID#

SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number 800-396-8232 Dept. customer service

Centralized Email orders@virco.com Dept. customer service

Centralized Phone No. 800-448-4726 Dept. customer service

Signature

Authorized Signature (Primary) and Business title:  Date: 7/20/20
Christen Jones - Bid & Contract Supervisor

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT I – **WORKERS’ COMPENSATION AFFIDAVIT**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

****Virco Employs more than 4 employees and has provided evidence of coverage, form does not apply****

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide **evidence of Workers’ Compensation coverage.**

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (310) 543-9995 USI Insurance Services LLC - CA Lic#: 0D08408 21250 Hawthorne Boulevard, Suite 380 Torrance, CA 90503-5519	CONTACT NAME: Kimberly Velasquez PHONE (A/C, No, Ext): 424.390.0007 E-MAIL ADDRESS: kimberly.velasquez@usi.com	FAX (A/C, No): 6105372397
	INSURER(S) AFFORDING COVERAGE	
INSURED Virco Mfg. Corporation, Virco Inc. 2027 Harpers Way Torrance, CA 90501	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Travelers Property Casualty Co of America	25674
	INSURER C: Great American Insurance Company	16691
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 14944989**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR Premises - \$50,000 <input checked="" type="checkbox"/> SIR Products - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72ECS OF6588 *Medical Expense Limit is per written contract	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ *10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			TC2J-CAP-4243B618-20 Liability Deductible \$50,000	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUU048096307	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8L76723A-20-51-R UB-9K905503-20-51-K	04/01/2020 04/01/2020	04/01/2021 04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER
 Virco Mfg. Corporation
 2027 Harpers Way
 Torrance, CA 90501
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Bidder Info	
Company Name: VIRCO INC.	
Company Representative : BRAD MISSKELLEY	
Email Address: BRADMISSKELLEY@VIRCO.COM	
Phone Number: 800-448-4726	
Fax Number: 800-396-8232	
Website Address: WWW.VIRCO.COM	
Street Address: HWY 65 SOUTH	
City: CONWAY	
State: ARKANSAS	
Zip Code: 72034	
After Hours Contact: BRAD MISSKELLEY	
M/WBE Certification* NA	
Agency Issuer* NA	
*Review General Condition 52 prior to completing	

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
Thank you for your cooperation!

Proposer must list all the Manufacturers for which it can sell and distribute its products. Furthermore, Proposer must submit Letter of Authorization in Manufacturer's letterhead for every Manufacturer listed. Failure to submit Letter of Authorization by Manufacturer such Manufacturer will be considered as non-authorized by Proposer.

Installation Cost - Percentage of Total Order	10%
---	-----

Manufacturers				
Item	Manufacturer	Discount of MSRP	Category as per Section 2.1	Link to Electronic Catalog
1	VIRCO INC.	73%	CLASSROOM	https://virco.com/sites/default/files/catalogs/2020_factory_price_list_7-17-20.pdf
2	DIVERSIFIED	43%	STEM	http://dnn.diversifiedwoodcrafts.com/catalog/OnlineCatalog.aspx
3	GHENT	29%	CLASSROOM	https://ghent.com/pdfs/GH-Full-Line-Catalog-web.pdf
4	GREENE MANUFACTURING	-42%	OFFICE	http://www.greenemfg.com/wp/downloads/
5	HIGH POINT FURNITURE	51%	OFFICE	https://www.hpfi.com/resources_libraries_literature.php
6	INTERIOR CONCEPTS	50%	OFFICE	https://www.interiorconcepts.com/resources/
7	LYON WORKSPACE	34%	OTHER	https://www.lyonworkspace.com/resource-center/catalogs/
8	PLYMOLD	29%	CAFETERIA	https://www.plymold.com/resources/catalogs/
9	REPUBLIC STORAGE	24%	EARLY CHILDHOOD	https://republicstorage.com/resource_center
10	RFM SEATING	41%	OFFICE	http://rfmseating.com/support/catalogs/
11	RIGHT ANGLE	35%	CLASSROOM	https://www.raproducts.com/literature.php
12	RUSSWOOD	46%	LIBRARY	https://www.russwood.com/product-catalog
13	ULTRA PLAY	-8%	OUTDOOR	https://www.ultraplay.com/catalog-library
14	WADDELL	30%	OTHER	https://waddellfurniture.com/resources/download
15	WENGER	49%	THEATER AND PERFORMANCE	https://www.wengercorp.com/catalog.php
16	WOOD DESIGNS	23%	EARLY CHILDHOOD	http://www.wooddesigns.com/info/
17				
18				
19				
20				

**RESOLUTION OF THE BOARD OF DIRECTORS OF
VIRCO, INC.**

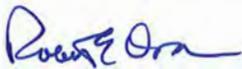
I, Robert E. Dose, Secretary of Virco Inc., do hereby certify that the following is a true and exact copy of a resolution adopted at the regular meeting of the Board of Directors held on Tuesday, December 3, 2019.

WHEREAS, it is deemed to be in the best interests of the Company to authorize certain management personnel to execute bids, bid bonds, performance bonds and contracts on behalf of the Company;

NOW, THEREFORE, BE IT RESOLVED, that

Robert A. Virtue, CEO
Douglas A. Virtue, President & COO
Patricia L. Quinones, Chief Administrative Officer
Scotty Bell, Chief Operating Officer
Robert E. Dose, Chief Financial Officer
Bassey Yau, Vice President Corporate Controller
Brian True, Vice President of Sales, National Sales Group
Paul Gall, Vice President of Logistics
Melissa K. French, Vice President of Marketing Services
Andrea Simms, Sales Service Manager
Christen Jones, Bid and Contract Supervisor

are each hereby authorized to sign on behalf of the Company, bids, bid bonds, performance bonds, and contracts between schools, government agencies or other customers and the Company calling for the sales and servicing of furniture made by the Company in the ordinary and usual business of the Company carried on with schools, school boards, school districts, government agencies and other customers, and this Resolution supersedes and cancels all previous Resolutions authorizing other employees to act on behalf of the Company. The authority granted by this Resolution terminates on January 31, 2021.



Robert E. Dose
Secretary

Date: _____

(Corporate Seal)

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BERWIN INC. DBA JC WHITE ARCHITECTURAL INTERIOR PRODUCTS
(hereinafter referred to as "VENDOR"),
whose principal place of business is
3501 Commerce Parkway
Miramar, FL 33025.

WHEREAS, on June 25, 2020, SBBC advertised Request for Proposal FY21-106, seeking vendor proposals for School and Department Furniture (hereinafter, the "RFP"); and

WHEREAS, VENDOR was one of twenty-two (22) vendors which submitted proposals in response to the RFP; and

WHEREAS, VENDOR hereby agrees to provide furniture solutions, including furniture turn-key solutions, and products for School and Department Furniture delivery, installation, and other related services which are commonly used in various schools and departments of the SBBC pursuant to the terms and pricing identified hereinbelow, attached and via hyperlink.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on October 1, 2020 or the date of its approval by SBBC, whichever date is later, and conclude on midnight three years after the actual date of commencement, with an option for two (2) additional one (1) year renewal.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide the furniture and services pursuant to the terms of the RFP and as listed in its proposal attached hereto and incorporated herein as **Exhibit “A.”**

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services and products provided and accepted by SBBC pursuant to this Agreement and the discounted pricing specified in VENDOR’s proposal accessible via the hyperlink below. Payment terms for such services and products shall be net 30 days from the date that the VENDOR submits an acceptable invoice to SBBC.

<https://browardcountyschools.sharepoint.com/sites/Procurement/PWS%20Bid%20Documents/Forms/AllItems.aspx?viewid=4a8338df%2D4b54%2D4af3%2Dade4%2D87ea40a672f0&id=%2Fsites%2FProcurement%2FPWS%20Bid%20Documents%2FPWS%20Bid%20Documents%2FFY2021%2FFY21%2D106%5FSchoolandDepartmentFurniture%2FPricing%20List%2FBerwin%20Inc%2C%20DBA%20JC%20White%20Architectural%20Interior%20Products>

2.04 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA’s privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and

754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) **VENDOR** shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.05 **Inspection of VENDORS Records by SBBC.** **VENDOR** shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All **VENDORS** applicable records, regardless of the form in which they are kept, shall be open to inspection and

subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director – Procurement & Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd., Suite 323 Sunrise, Florida 33351
To VENDOR:	Joey Driftmyer Berwin Inc DBA JC White Architectural Interior Products 3501 Commerce Parkway Miramar, FL 33025
With a Copy to:	Phil Wodecki 3501 Commerce Parkway Miramar, FL 33025

2.07 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records.** Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage

to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.10 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.12 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.13 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.14 **Incorporation by Reference.** Any and all exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of

such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

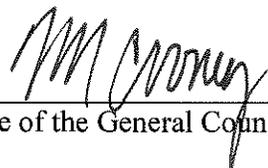
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

**BERWIN INC. DBA JC WHITE
ARCHITECTURAL INTERIOR PRODUCTS**

ATTEST:

, Secretary

-or-

Witness

Witness

STATE OF

COUNTY OF

By

Print Name:

Title:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me (underline if applicable) or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2020.

My Commission Expires: Apr 23, 2022

Signature - Notary Public

Notary's Printed Name

Notary's Commission No.

(SEAL)

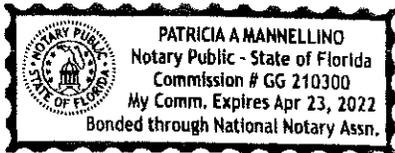


Exhibit “A”

RESPONSE TO BID
RFP FY21-106
SCHOOL AND DEPARTMENT FURNITURE



3501 Commerce Parkway

Miramar, FL 33025

(954) 499-6677

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3501 Commerce Parkway, Miramar, FL 33025

Phone: (954) 499-6677 • Fax: (954) 499-6678

July 21, 2020

To whom it may concern,

JC White is pleased to respond to The School Board of Broward County RFP No. FY21-106.

Persons authorized to make representations are Joey Driftmyer (Sr. Account Manager) and Phil Wodecki (Director of Sales).

Joey Driftmyer
3501 Commerce Pkwy.
Miramar, FL 33025
(954) 864-3700
joey.driftmyer@jcwhite.com

Phil Wodecki
3501 Commerce Pkwy.
Miramar, FL 33025
(954)270-1058
phil.wodecki@jcwhite.com

Thank you for your consideration.

SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.1 To maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all the information requested herein in your Proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4.1.4 **Required Response Form:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title, Address and email address of Awardee's Representative for Notices:

Sr. Account Manager-Joey Driftmyer- joey.driftmyer@jcwhite.com
3501 Commerce Pkwy. Miramar, FL 33025

With a Copy To: (Name/Title and Address)

Director of Sales- Phil Wodecki- phil.wodecki@jcwhite.com
3501 Commerce Pkwy. Miramar, FL 33025

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility Requirement(s):** To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.2.2 Local Representative within the Tri-County Area (Broward, Miami-Dade, Palm Beach). **Joey Driftmyer**

4.2.3 Proposer must submit all Discounts and Prices in the Bid Summary Sheet provided by SBBC (Attachment K).

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

N/A

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Name/Title, Address and email address of Awardee's Representative for Notices:

Sr. Account Manager-Joey Driftmyer- joey.driftmyer@jcwhite.com
3501 Commerce Pkwy. Miramar, FL 33025

With a Copy To: (Name/Title and Address)

Director of Sales- Phil Wodecki- phil.wodecki@jcwhite.com
3501 Commerce Pkwy. Miramar, FL 33025

The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver Proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

4.2 **Minimum Eligibility Requirement(s):** To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgement for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? Yes No **Do not check both boxes.**

4.2.2 Local Representative within the Tri-County Area (Broward, Miami-Dade, Palm Beach). **Joey Driftmyer**

4.2.3 Proposer must submit all Discounts and Prices in the Bid Summary Sheet provided by SBBC (Attachment K).

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

N/A

Bid Title: School and Department Furniture
The School Board of Broward County, Florida
RFP No. FY21-106

Executive Summary

JC White is a full service, woman-owned, locally operated with over 40 years in the business in South Florida.

We have a team of dedicated professionals in sales, design support, project management, procurement and installation working to provide solutions to corporate and education projects.

With our experience and team professionals, we are capable and able to provide services to collaborate with the schools and meet their needs and the district's needs.

Our services include but are not limited to the "Minimum Scope of Services & Performance Specifications" to comply with in the RFP. We have an in-house design team to help your project team specify and visualize the best products for the space. Working to conceptualize projects and consult to meet the goals and fulfillment of the district is our goal.

We appreciate the long working relationship with the Broward County Public Schools and hope to continue for the future.

ATTACHMENT J – REFERENCES

The School Board of Broward County, Florida

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name,

Supply Chain Strengths

During the current challenging environment of Covid 19 and previous hardship times, JC White has stayed competitive and have provided short- and long-term solutions for its clients and customers. See below on ways we have prospered during these times.

JC White developed a microsite in direct response to Covid 19 to share with our clients.

<http://view.ceros.com/jc-white/post-covid-19-package/p/1>

JC White, our clients, and other companies across the country have developed plans and programs on how employees can return to work safely during hardships.

JC White has a workplace strategist available at no additional charge to its clients to help with challenging times such as Covid 19.

JC White has a local warehouse in Miramar Florida with a staff of over 50 individuals in our scheduling, receiving, warehouse, delivery and installation departments. Our clients have a single point of contact and accountability for the delivery and installation of interior products and furniture.

Bid Title: School and Department Furniture
The School Board of Broward County, Florida
RFP No. FY21-106

Goods and Services Warranty

JC White will honor all manufacturer warranty claims to include an additional warranty for 2 years for parts and service.

We stand behind the products we sell both during and long after installation. This is backed by our in-house service and maintenance department. These departments will assist in processing warranty claims with manufacturers or repairing items not under warranty for a nominal fee.

Scope of Services & Performances

To Whom It May Concern,

JC White Architectural Interior Products agrees to comply with the minimum Scope of Services & Performance Specifications as stated below;

- A. Delivery Services - Complimentary delivery and installation services on all Complete Classroom orders; includes working with on-site personnel to schedule the delivery, meet the truck upon arrival, coordinate with site contacts, assemble all furniture, place materials and organize each room to specification, as well as remove all debris associated with the project.
- B. Upon request, provide up-to-date "testing" documentation showing that and item meets current ASTM (American Society for Testing and Materials) requirements.
- C. Custom Cartoning & Labeling - Boxes are labeled by site, by classroom and/or by teacher name so materials can be quickly inventoried and delivered to each location without error.
- D. Proposer must be able to provide the following
 - a. A catalog selection for Infant/Toddler, Early Childhood, Elementary and Special Needs furniture and learning environment components.
 - b. A catalog selection of equipment and related services used in special needs environments, including but not limited to the areas of speech/language, audiology, and orientation/mobility.
 - c. A catalog selection of educational materials and resources targeted to Infant/Toddler, Early Childhood, Elementary Grade Level, and Special Needs Learners, including targeted instructional categories such as STEM, Sensory, Social-Emotional, Language, Science, Math, and Social Studies.
- E. Proposer shall be capable of collaborating with schools to provide specific products and resources bundled to meet the needs of the school.
- F. Proposer shall provide consultations regarding proposed products and services, including but not limited to, classroom assessments as it relates to design, layout, furnishings, and materials; catalog correlations; and educational material tutorials.
- G. Proposer shall be able to meet with stake holders to formulate appropriate plans for procurement of furniture that meets the goals of the district this includes choice of product, design of use of the product, space planning, coordination of purchase and fulfillment based on your districts needs.
- H. Proposer shall be able to provide a wide array of outdoor furniture.

Bid Title: School and Department Furniture
The School Board of Broward County, Florida
RFP No. FY21-106

- I. Provide samples of classroom designs of innovative classrooms based on the following themes:
 - a. Esports (Esports is a form of sport competition using video games. Esports often takes the form of organized, multiplayer video game competitions)
 - b. Aviation
 - c. Podcasting/Shoutcasting
 - d. Studio and Entertainment Media Spaces
 - e. Concierge/Hospitality
 - f. Marine Outboarding and Mechanics
 - g. Business and Office Spaces

Thank You for Your Consideration.

Please go to the following link to view the current list of SBBC-Certified firms: browardschools.com/Page/46981.

S/M/WBE INFORMATION: Proposals will be evaluated based on the evaluation criterion	Maximum Points
<p>A maximum of fifteen (15) points, as described in the Evaluation Points Table will be awarded for SBE Participation.</p> <p><u>SBBC Certified SBE Proposers</u> who are self-performing will be awarded up to a maximum of seven and a half (7.5) Evaluation preference points. SBE Proposer must identify itself on the Bidder/Proposer Assurance Statement, Document 00500.</p> <p>Additional points will be awarded <u>IF</u> the SBE Prime choose to subcontract a percentage of the total contract value to a SBBC Certified SBE Firm(s), as described in the Evaluation Points Table. <u>(All SBBC Certified S/M/WBEs are considered SBEs).</u></p> <p><u>Proposers committing to subcontracting a percentage of the total contract value to a SBBC Certified SBE firm(s) at the time of submission will be awarded up to a maximum of seven and a half (7.5) points, as described in the Evaluation Point Table. (All SBBC Certified S/M/WBEs are considered SBEs).</u></p> <p>Prior to final approval, the proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the <i>Form 00470 - Statement of Intent to Perform as a SMWBE Subcontractor - and Form 00475 - Subcontractor Participation Schedule - (see Attachment A)</i>. The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.</p> <p>Provide proof, in writing, that the SBE proposer is certified by The School Board of Broward County (SBBC), Florida.</p>	15
<p>MAXIMUM POINTS TO BE AWARDED</p>	15
<p>*If awarded, the Awardee will be required to submit <i>Form 00485 - Minority or Women Business Enterprise (MWBE) Monthly Utilization Report (Utilization Report)</i> (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission.</p> <p><u>State your willingness to comply with this requirement.</u></p>	<p>Yes <input checked="" type="checkbox"/> ___</p> <p>No <input type="checkbox"/> ___</p>

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Berwin, Inc. DBA J.C. White Architectural Interior Products

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Certification Granted: July 3, 2018

Expiration Date: July 3, 2021

WBENC National Certification Number: WBE1801249



WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

NAICS: 442110, 238390, 541340
UNSPSC: 56110000, 72153606

 Center for Women & Enterprise

Great Lakes
Women's
Business
COUNCIL

 GREATER
WOMEN'S
BUSINESS
COUNCIL

 WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

 WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

 WBEA

 WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WBENC CORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WOMEN PRESIDENTS'
Educational Organization

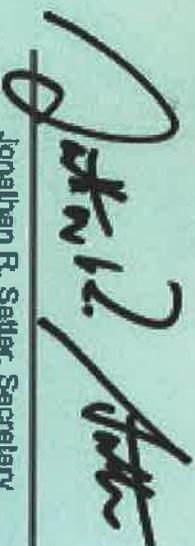
State of Florida

Woman Business Certification

J.C. White Office Furniture

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/10/2019 to 06/10/2021



Jonathan R. Sattler, Secretary
Florida Department of Management Services



ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.



Signature

Joey Driftmyer

Name of Official

Berwin Inc. DBA JC White Architectural Interior Products

Company Name

3501 Commerce Parkway

Business Address

Miramar, FL 33025

City, State, Zip Code

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Berwin, Inc.	
2 Business name/disregarded entity name, if different from above J.C. White Architectural Interior Products	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) N/A <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3501 Commerce Parkway	Requester's name and address (optional)
6 City, state, and ZIP code Miramar, FL 33025	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
5	9	-	1	8	5	1	0	5	0		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/2/2020
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT E – DRUG FREE WORK PLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by Joey Driftmyer- Sr. Account Manager

(Print individual's name and title)
for Berwin Inc. DBA JC White Architectural Interior Products
(Print name of entity submitting sworn statement)

whose business address is
35001 Commerce Pkwy. Miramar, FL 33025

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1851050

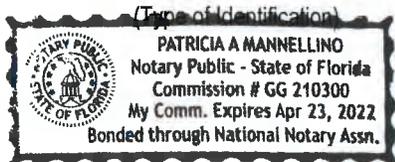
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this 13 day of July, 2020.
Personally known _____ or _____
(Signature)

Produced Identification _____ Notary Public State of FLORIDA
My commission expires: APR 23, 2022



PATRICIA A. MANNELLINO
(Printed, typed, or stamped commissioned name of notary public)
Patricia A. Mannellino

ATTACHMENT G – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

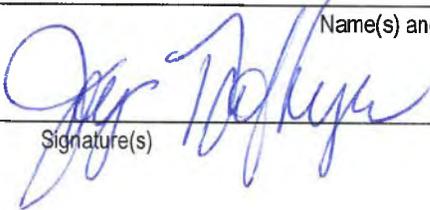
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Berwin Inc. DBA JC White Architectural Interior Products

Organization Name

Joey Driftmyer- Sr. Account Manager

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

7/21/20

Date

ATTACHMENT H – ACH FORM ACH PAYMENT AGREEMENT FORM

The School Board of Broward County, Florida ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: Berwin, Inc. Dba JC White Architectural Interior Products

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute:	<u>CITIBANK</u>		
Branch/ State	<u>502/FLORIDA</u>		
Routing No:	<u>266086554</u>		
Account No:	<u>3200751851</u>	Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		Fax <input type="checkbox"/>	Email <input checked="" type="checkbox"/>
Remittance Confirmation: (please select one)	<u>accountsreceivable@jcwhite.com</u>		
Federal Identification No. Vendor	<u>59-1851050</u>	TAX ID# <input checked="" type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number	_____	Dept.	_____
Centralized Email	_____	Dept.	_____
Centralized Phone No.	_____	Dept.	_____

Signature

Authorized Signature (Primary) and Business title:  CFO Date: 07/13/20

Authorized Signature (Joint) and Business title: N/A Date: 07/13/20

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed:



Print/Type Name:

Joey Driftmyer

Title:

Sr. Account Manager

Sworn to and subscribed before me this

13th

day of

July 2020

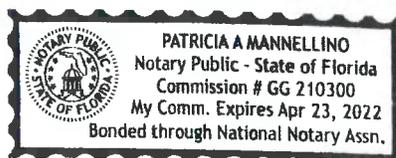
Notary Public Signed:



Notary Public Print:

PATRICIA A. MANNELLINO

Notary Stamp Below:





Bidder Info

Company Name	Berwin Inc. DBA JC White Architectural Interior Products
Company Representative	Joey Driftmyer
Email Address	joey.driftmyer@jcwhite.com
Phone Number	954-864-3700
Fax Number	954-499-6678
Website Address	www.jcwhite.com
Street Address	3501 Commerce Parkway
City	Miramar
State	FL
Zip Code	33025
After Hours Contact	Joey Driftmyer
M/WBE Certification*	WBE1801249 & Woman Business Certification
Agency Issuer*	WBENC & State of Florida

***Review General Condition 52 prior to completing**

Summary Sheet Instructions:

- 1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
 - 2.) All Fields in the Bidder Information box (above) should be filled in
- Thank you for your cooperation!

Proposer must list all the Manufacturers for which it can sell and distribute its products. Furthermore, Proposer must submit Letter of Authorization in Manufacturer's letterhead for every Manufacturer listed. Failure to submit Letter of Authorization by Manufacturer such Manufacturer will be considered as non-authorized by Proposer.

Installation Cost - Percentage of Total Order	No Charge
---	-----------

Manufacturers

Item	Manufacturer	Discount of MSRP	Category as per Section 2.1	Link to Electronic Catalog
1	Arcadia	47%	Classroom	https://arcadiacontract.com/
2	Clarus Glassboards	48%	Classroom	https://www.clarus.com/
3	Darran	55%	Office	https://www.darran.com/
4	Davis	50%	Office	https://www.davisfurniture.com/
5	EKO	53%	STEM	https://www.ekocontract.com/
6	Electri-Cable Assemblies	51%	Office	https://www.electri-cable.com/
7	ERG	52%	Early Childhood	https://erginternational.com/
8	Falcon	52%	Cafeteria	https://www.falconproducts.com/
9	Ghent	47%	Classroom	https://ghent.com/
10	Haworth	51%	STEM/ Office	https://www.haworth.com/na/en.html
11	HON	62%	Cafeteria/ Early Childhood/ Office	https://www.hon.com/
12	Humanscale	50%	Office	https://www.humanscale.com/index.cfm
13	Janus Et Cie	47%	Outdoor	https://www.janusetcie.com/
14	JSI	56%	Office	http://www.isifurniture.com/
15	Lacasse	59%	Library	https://www.grouperlacasse.com/en/home.html
16	Safco	56%	Office	https://www.safcoproducts.com/
17	Nevins	50%	Outdoor	https://nevins.co/en-us/
18	Nienkamper	47%	Library	https://www.nienkamper.com/
19	Nova Solutions	50%	STEM	https://www.novadesk.com/
20	OFS	55%	Office	https://ofs.com/
21	Peter Pepper	39%	Classroom	http://www.peterpepper.com/
22	Sauder Education	49%	Library	https://www.saudereducation.com/
23	Shelby Williams	47%	Cafeteria	https://www.shelbywilliams.com
24	Stylex	47%	Office	https://www.styleseating.com/
25	Surface Works	47%	Cafeteria	https://www.surfaceworks.us/
26	Tenjam	47%	Early Childhood	https://tenjam.com/
27	Tennsco	52%	STEM	https://www.tennsco.com/
28	Thonet	51%	Library	https://www.thonet.com/
29	Tuohy	43%	Office	https://www.tuohyfurniture.com/
30	Waddell	47%	Library	https://waddellfurniture.com/
31	Wisconsin Benching	39%	Classroom	https://www.wibenchmfg.com/

Proposer shall specify all the items for which Proposer cannot provide a Catalog listing MSRP

List Price						
Item	Manufacturer	Description	Part Number	Category as per 2.1	SBBC Cost	Lead Time in Days
1	Arcadia	All Product	N/A	Classroom	See Electronic MSRP	30-45 days
2	Clarus Glassboards	All Product	N/A	Classroom	See Electronic MSRP	30-45 days
3	Darran	All Product	N/A	Office	See Electronic MSRP	30-45 days
4	Davis	All Product	N/A	Office	See Electronic MSRP	30-45 days
5	EKO	All Product	N/A	STEM	See Electronic MSRP	30-45 days
6	Electri-Cable Assemblies	All Product	N/A	Office	See Electronic MSRP	30-45 days
7	ERG	All Product	N/A	Early Childhood	See Electronic MSRP	30-45 days
8	Falcon	All Product	N/A	Cafeteria	See Electronic MSRP	30-45 days
9	Ghent	All Product	N/A	Classroom	See Electronic MSRP	30-45 days
10	Haworth	All Product	N/A	STEM/ Office	See Electronic MSRP	30-45 days
11	HON	All Product	N/A	Cafeteria/ Early Childhood/ Office	See Electronic MSRP	30-45 days
12	Humanscale	All Product	N/A	Office	See Electronic MSRP	30-45 days
13	Janus Et Cie	All Product	N/A	Outdoor	See Electronic MSRP	30-45 days
14	JSI	All Product	N/A	Office	See Electronic MSRP	30-45 days
15	Lacasse	All Product	N/A	Library	See Electronic MSRP	30-45 days
16	Safco	All Product	N/A	Office	See Electronic MSRP	30-45 days
17	Nevins	All Product	N/A	Outdoor	See Electronic MSRP	30-45 days
18	Nienkamper	All Product	N/A	Library	See Electronic MSRP	30-45 days
19	Nova Solutions	All Product	N/A	STEM	See Electronic MSRP	30-45 days
20	OFS	All Product	N/A	Office	See Electronic MSRP	30-45 days
21	Peter Pepper	All Product	N/A	Classroom	See Electronic MSRP	30-45 days
22	Sauder Education	All Product	N/A	Library	See Electronic MSRP	30-45 days
23	Shelby Williams	All Product	N/A	Cafeteria	See Electronic MSRP	30-45 days
24	Stylex	All Product	N/A	Office	See Electronic MSRP	30-45 days
25	Surface Works	All Product	N/A	Cafeteria	See Electronic MSRP	30-45 days
26	Tenjam	All Product	N/A	Early Chidhood	See Electronic MSRP	30-45 days
27	Tennsco	All Product	N/A	STEM	See Electronic MSRP	30-45 days
28	Thonet	All Product	N/A	Library	See Electronic MSRP	30-45 days
29	Tuohy	All Product	N/A	Office	See Electronic MSRP	30-45 days
30	Waddell	All Product	N/A	Library	See Electronic MSRP	30-45 days
31	Wisconsin Benching	All Product	N/A	Classroom	See Electronic MSRP	30-45 days

HOW CLARUS' GLASSBOARDS CONTRIBUTE TO BUILDING SCHEME CREDITS

For years, Clarus glassboards have brought unprecedented functionality and aesthetic value to collaborative space design. Our glassboards set the standards for quality, customization, and ROI — and now, with Declare, Environmental Product Declaration, and Indoor Air Quality certifications, Clarus glass is the standard in our industry for environmental sustainability.

After months of intensive factory audits, laboratory testing, and high levels of proprietary process disclosure, our products have been certified under several different certifications that contribute points to many different green building schemes, including LEED, BREEAM, the Living Product Challenge, and more.

Why are we doing this? Clarus simply cares more. From the minute details of our production process, to the way our manufacturing impacts our employees, our customers, and ultimately, our environment — Clarus cares about the details.

From a tiny garage, to a bigger garage, to a state-of-the-art facility — Clarus has never been ordinary. Every day, we equip the design community with environmentally conscious products that double as elite writing surfaces. And every day, we push the boundaries of sustainability in our industry and get a glimpse of a future built on environmental responsibility.

CLARUS' COMMITMENT

Clarus offers complete transparency to our customers, opening the doors of our manufacturing plant and subjecting our materials, processes, and final products to highly detailed environmental testing and disclosure. Clarus is committed to the environmental sustainability of our products and our manufacturing processes, and even with EPD, Indoor Advantage, and Declare labels achieved, we will only continue to build on our certifications.

For more information outlining the importance and hierarchy of the green building industry, please see Clarus' Green Building page at clarus.com/green.



INDOOR ADVANTAGE™ GOLD: FURNITURE	
Standard	Credit
LEED v4	EQ Credit: Low-emitting materials
Collaborative for High Performance Schools (CHPS)	MA-CHPS Criteria
US EPA — Federal Purchasing	Recommended Single Attribute Standards & Ecolabels: Indoor Air Quality/VOC Emissions
WELL Building	Feature 04-VOC Reduction, Part 5 (e.3 credits 7.6.1 and 7.6.2)

Certified Products: Adapt, Depth, Divide, Float, Glide, go! Mobile, Notepad, Tops

DECLARE LABEL	
Standard	Credit
LEED v4	MR: Building product disclosure & optimization — material ingredients Option 1
ILFI Living Product Challenge	Materials Petal

Certified Products: Adapt, Float, go! Mobile, Surround, Timber

ENVIRONMENTAL PRODUCT DECLARATION (EPD)	
Standard	Credit
LEED v4	MR: Building product disclosure & optimization — environmental product declarations
BREEAM	Criterion 2: Environmental Profile Certification of products
CHPS	Environmental Product Declaration Criteria
GreenStar	GreenStar Australia — Sustainable Products category; Life Cycle Impacts credits GreenStar New Zealand — Innovation Challenges; EPD Innovation Credit

Certified Products: Adapt, Float, go! Mobile



Social Responsibility REPORT

JULY 2018

GROUPE
LACASSE

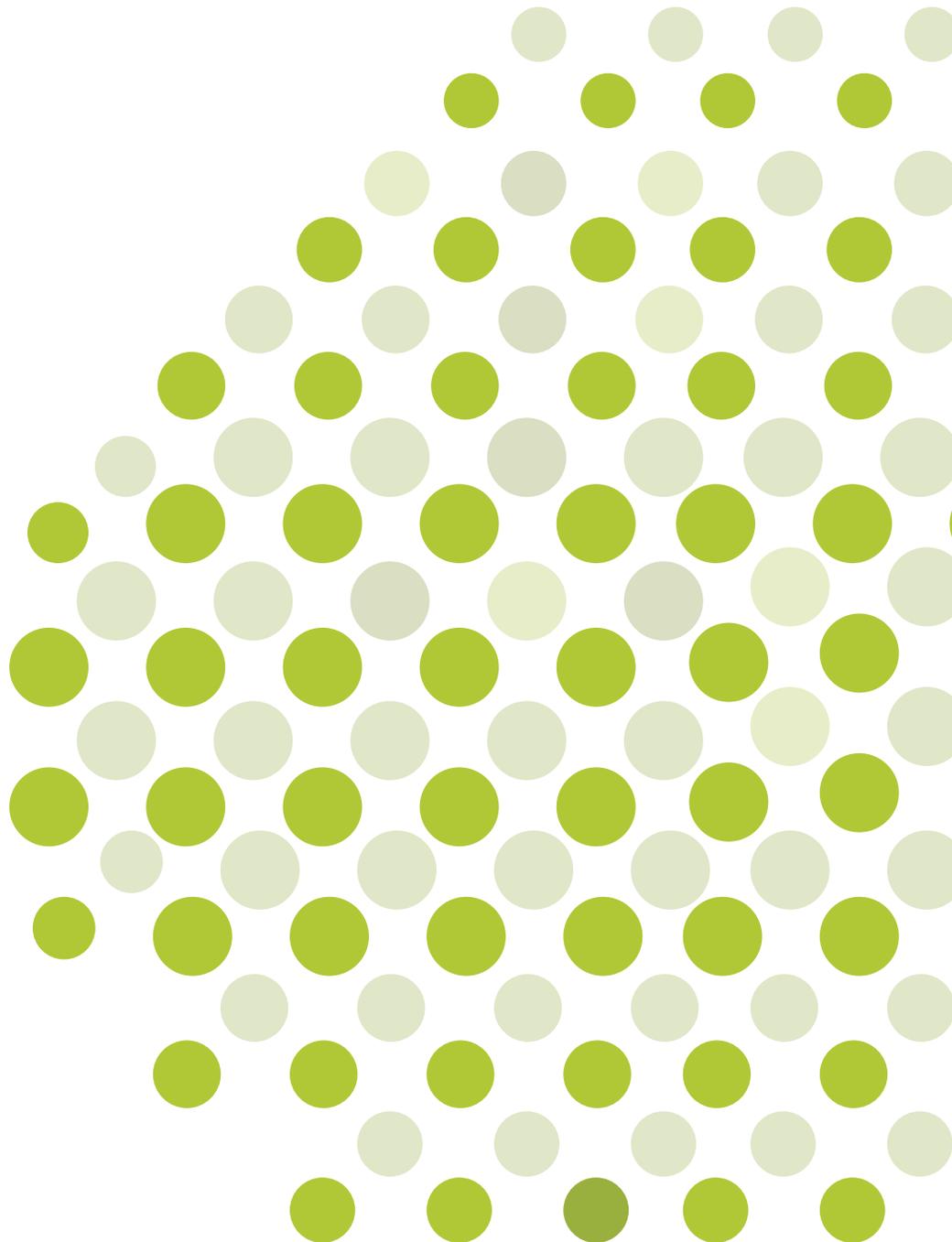


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A Word from the President



I am pleased to present our second social responsibility report. Two years ago, we started to write about how we respect our members, the environment and the society. In reality, however, we started this procedure well before.

As a company, we are constantly striving to be better and to do better. We want to create a positive work environment where members can reach their full potential. We create products of irreproachable durability and quality, while approaching manufacturing in a different and more eco-responsible way. We also listen to our customers and their needs to serve them better and ultimately to equip them better in their daily lives.

A company can only be successful through its ability to innovate and to adapt to new market needs and trends. The world is changing rapidly and a greater empowerment is needed to move forward. We want to make a positive impact in our community and to be the perfect example of a good corporate citizen.

Thus, I invite you to read our 2018 report. This healthy exercise encourages critical thinking on several levels, but also allows us to focus on our environmental and social performances, which are in line with industry expectations.

We are convinced that this will continue to foster dynamism in social responsibility.

A handwritten signature in cursive script that reads "Sylvain Garneau".

Sylvain Garneau
President and Chief Executive Officer

SOCIAL RESPONSIBILITY REPORT

2017 Highlights



2,800 metric tons of laminate waste and **1,150** metric tons of wood dust were recycled to be **transformed into energy**.



Groupe Lacasse counted on a **diversified team** composed of **41%** of women and **59%** of men.



STAD furniture collection was awarded a **GRAND PRIX DU DESIGN** as well as a **GOOD DESIGN** award.



51 furniture collections are certified **LEVEL® 1**.



21 years of partnership with the School of Design of **Universite de Montreal**.



12 members have worked for Groupe Lacasse for more than **40 years**.



20% of members working at the seating plant were **born abroad**.



Annual **average loading** (trucks to the United States).



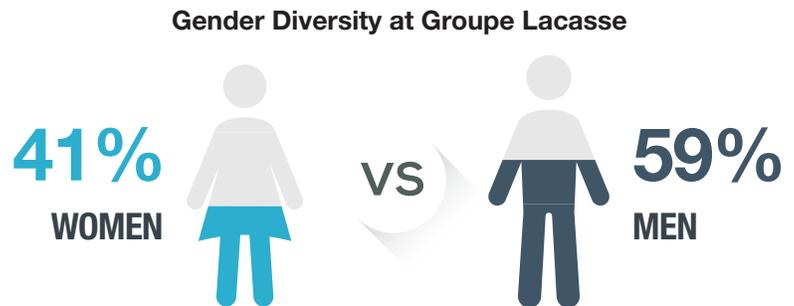
SOCIAL RESPONSIBILITY REPORT

Members at the Heart of Groupe Lacasse

Diversity and Inclusiveness

It cannot be said enough: our members are the heart and soul of Groupe Lacasse. Without them we would not be able to offer products of irreproachable quality.

Groupe Lacasse is proud to have a diverse community of members, people from all backgrounds, with different experiences and interests! This diversity is our strength and it encourages innovation. That is why we encourage it and aspire to achieve parity among our members.



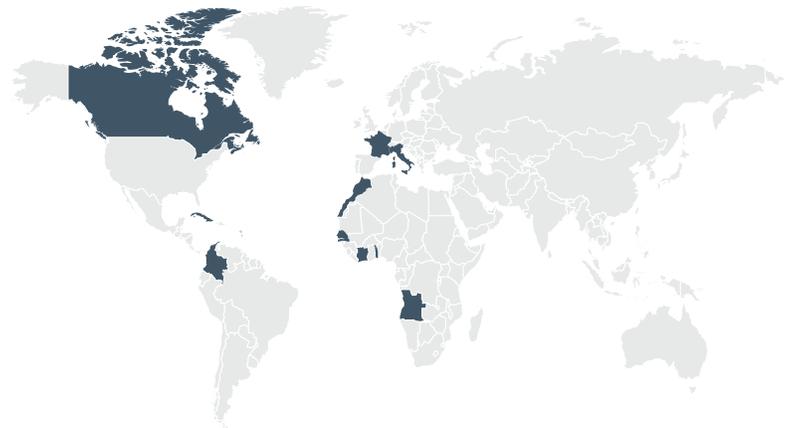
We take pride that our members enjoy their jobs and stay with us for a long time. Out of more than 550 members, nearly 250 have worked with Groupe Lacasse for more than 10 years!

This high seniority rate is in part due to the efforts our Human Resources team makes to provide the best opportunity for new members to reach their full potential.

We are also a company that reflects the Québec society. We firmly believe that cultural diversity can only be beneficial for our members.

Our seating plant in Saint-Pie is a perfect example of a small, tightly knit international community. Out of nearly 100 members, more than 20% were born outside Canada, whether in Colombia, Ivory Coast, Italy, Senegal or Togo.

Cultural Origins of the Member of the Seating Plant



In addition, following the wave of Haitian migration from the United States, we also hired 6 employees of Haitian origin whom are still working with us.

It is important for us to provide an open and tolerant workplace that respects the skills, the knowledge, and the experience of all our members. Together, we are stronger and we go much further!

SOCIAL RESPONSIBILITY REPORT

Members at the Heart of Groupe Lacasse (continued)

Health and Safety

We strive to always be open and responsive to our members and to their needs. We also try to provide the safest work environment possible.

Despite a 30% increase in new members in 2017, the number of incidents per member has decreased by almost 1%. We continue to make every effort to have the safest work practices and we make sure they comply with the laws and standards applicable in Québec and Canada. We want to create a workplace where our members can find a healthy work/life balance.

We offer yoga classes to employees who want to take a mental and physical break during their busy week. We also offer weight training and stretching classes to encourage active living at work.



Training

Groupe Lacasse aims for the full potential of its members. That is why we continue to offer - at the request of a member or of his/her manager - training in several key areas related to their job or the development of essential skills.

In 2017, our members took English language courses as well as management and LEED® rating system training.

We also strive to provide training for all our members, whether on workplace health and safety, harassment, or on how to conduct effective meetings.



SOCIAL RESPONSIBILITY REPORT

In Harmony with the Environment

Green Products

We are more than ever in an era in which consumers must make responsible choices. That is why it is important for us to make products that are sustainable, of excellent quality and in harmony with the environment.

Nevertheless, to make durable office furniture is not enough: we must make responsible choices about materials, packaging, transport... In short, about the whole lifecycle of our products.

The well-being of users is also at the heart of our concerns. Our design team works tirelessly to design office furniture that is made of responsible and safe materials for users and their health. It also makes sure that our products do not have a harmful impact on the planet. We analyze materials, consider recycled contents, recycling opportunities, and the optimization of products and their components. We establish Green guidelines for our products.

We are also looking for environmentally-sound products and we want to certify them according to industry standards. Hence, Groupe Lacasse products are certified **GREENGUARD® Gold** for their low level of chemical emissions into indoor air.

The vast majority of Groupe Lacasse products meet or exceed **BIFMA®** standards and, more specifically, **LEVEL® 1** standards. By 2019, our goal is to reach **LEVEL® 2**. This certification is an attestation of sustainable products, but also of impeccable environmental and social practices.

Finally, Groupe Lacasse products can contribute to **LEED®** certified projects through the following credits:

- 📍 Reduced lifecycle impact of interiors;
- 📍 Disclosure and optimization of building products;
- 📍 Building waste management;
- 📍 Low emission materials;
- 📍 Social equity in distribution chains;
- 📍 Certified multiattribute products and materials.



SOCIAL RESPONSIBILITY REPORT

In Harmony with the Environment (continued)

Other Norms

Groupe Lacasse is committed to deploy, today and tomorrow, sustained efforts to protect the environment.

Our factories in Saint-Pie operate a Quality Management System that complies with the requirements of **ISO 9001:2015** for the design and manufacture of office furniture.

Our factories also operate an Environmental Management System that complies with the requirements of **ISO 14001:2015** for the management of environmental aspects and control of risks associated with the design and manufacture of office furniture.

Finally, it is important for us to have responsible forestry practices. That is why we have evaluated our management system, which has been certified as meeting the requirements of the **FSC Chain of Custody**.

ISO
9001:2015
14001:2015



The mark of
responsible forestry

Discerning Suppliers

Because we live in an interdependent world, we must ensure that our values and practices are shared by our suppliers. To ensure that they respect the principles we consider fundamental; we have recently introduced a code of conduct. It provides a guideline with respect to governance, human rights, environmental practices, etc.

We believe that this collaboration helps us significantly to manufacture products of better quality, with the greatest respect for individuals and the planet.

We also have a protocol for new suppliers in order to ensure that their practices and quality standards are consistent with our vision.

SOCIAL RESPONSIBILITY REPORT

In Harmony with the Environment (continued)

Positive Energy

“Nothing is lost, nothing is created, everything is transformed”. This famous phrase is more than truthful in our environment. There is so much waste that we can recycle, reuse... so many opportunities to seize! We are proud to have partnership programs to reuse our wood dust and laminate waste to create energy.

In 2017, no less than 1,150 metric tons of wood dust and over 2,800 metric tons of laminate waste were donated so that others could use this alternative energy for heating and/or electricity.



Responsible Shipping

It is important for us to have shipping practices that are more respectful of the environment and that correspond to our desire to have the best eco-responsible behavior. This is why the Transportation Department is working tirelessly to reduce the environmental impact of Groupe Lacasse deliveries. To do this, shipping is always planned according to specific geographical areas, a practice that minimizes the number of trucks used.

In addition, we aim to ensure that any truck leaving the final assembly site is filled to its maximum to avoid additional transports. In 2017, the trucks leaving our plant in Saint-Pie for the United States had an average load of more than 85%, 27 weeks out of 49.

SOCIAL RESPONSIBILITY REPORT

Community Outreach

Supporting Tomorrow's Designers

We consider that it is essential to develop partnerships with the next generation of designers. We are proud to continue, for the 21st year, our collaboration with the **School of Design of Université de Montréal**.

Third year students for the Bachelor's Degree in Industrial Design have the opportunity to attend the "Concours Design Groupe Lacasse" workshop. Students must develop a concept of furniture and, at the end of the semester, present it to professionals from the industry. The winner is awarded a scholarship and a paid three-month internship at Groupe Lacasse.

In 2017, the theme of the competition was "Dynamic seating. The body moving in the office". The main goal was to design comfortable alternative seating that promotes movement and healthier practices at work.

Once again, we were impressed and motivated by the quality of the work of the next generation, which will undoubtedly ensure the renewal of the corporate culture of innovation.



SOCIAL RESPONSIBILITY REPORT

Community Outreach (continued)

Giving Back to the Community

Each year, we make it a point of giving back to our community, whether through financial contributions or furniture donations. This year, we contributed to the Fondation Honoré-Mercier, to Operation Red Nose, and to the Lotus House. We also donated furniture to the Association des Stomisés de Richelieu-Yamaska and to the Université de Montréal.

We believe that it is essential—as a company—to get involved in our immediate community and to listen to our fellow citizens. That is why we are working with Forum-2020, a non-profit organization in the greater Saint-Hyacinthe area that aims to promote the integration of immigrants into the employment sector.

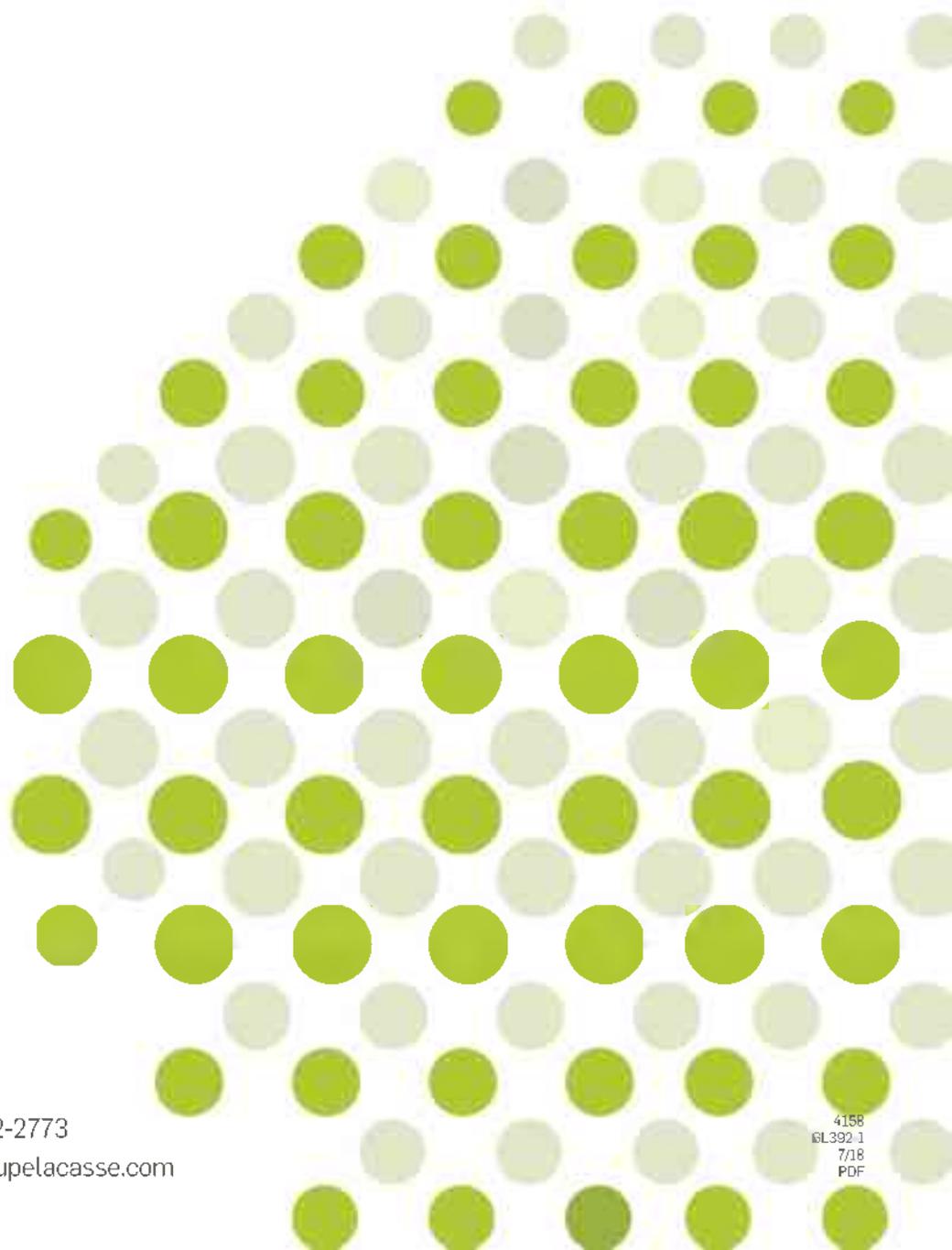
Through networking and training, we have been able to better understand the realities of immigrants. Accordingly, we changed our processes to improve their access to employment. This ongoing collaboration takes the form of a true partnership, as we support the region's economic effort, while benefiting from the support of Forum-2020, which acts as an intermediary with the regional workforce.

Finally, we also participate in the Workplace Learning Program (ALMP) under the supervision of Emploi Québec. This partnership creates real support links between experienced members and less experienced ones in order to hone the skills of the latter.



Fondation
Honoré-Mercier

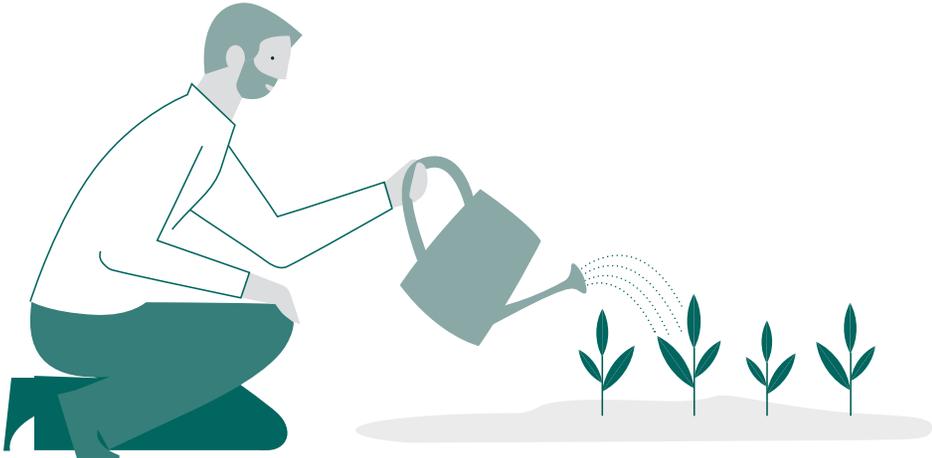




2019 Corporate Responsibility Report



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A Message from Our Executives

Haworth is a family-owned company with global expertise and design leadership—the only organization in our industry with this unique combination of experience and competency. Complemented by a solid foundation rooted in values, our company strives to be a conscious business—a company with purpose and a history of caring for our members, communities, and our environment. Our values bring balance in all that we do as our organization evolves—even when faced with unprecedented change in the world.

The coronavirus global pandemic has jarred us all to stretch beyond our comfort zones and think differently in our daily work and home lives. For us as a leadership team, we've drawn from our values to ensure we prioritize the health and safety of our members, reducing the spread of COVID-19, and meeting the needs of our customers. We've also tapped into all areas of our organization to creatively adjust to this new normal, and support one another through these challenges.

As a company that's spent **30+ years in global markets** to bring the best ideas from around the world directly to our customers, we've positioned ourselves to support our members, our communities, and our customers. We design, source, and manufacture products in the markets where they are delivered. The majority of our business is done locally—supporting sustainability and the communities where our clients and members live and work. As a true global company, we deliver the best in design and performance to clients wherever they are in the world.

In 2019, we gathered top leaders from around our company and outside our industry to **build upon our heritage and values as we strive to be a sustainable corporation**. We developed ambitious targets that leverage our core strengths and drive our mission forward by 2025.

Our 2025 areas of focus:

- 1. People & Community** – pouring our efforts into helping people do great work, from within our company, for our customers, and across our communities.
- 2. Circular Economy** – making the best of the Earth's resources to engage in sustainable design and strive for a sustainable future.
- 3. Operational Performance** – partnering with suppliers and implementing improvements across all functions of operations to address the long-term impact on our environment.

We are on a journey—one that promotes longevity and **delivers value to the people, communities, and planet that we serve**. At our core, we are a family—and we weather challenges together. We thank our members who inspire us daily. Haworth is built upon a culture that empowers members and all stakeholders to make positive changes.

We look forward to strengthening existing partnerships and building new ones, while empowering our members and leveraging our global reach, as we continue **our drive toward making positive changes** for the people and communities we serve all over the world.



Matthew R. Haworth
Chairman



Franco Bianchi
President & CEO



Michael Warsaw
Vice President of Global Design, Innovation & Sustainability

Who We Are

We partner with customers, dealers, and influencers to create spaces that result in effective people and efficient real estate. Haworth designs and manufactures a mix of products that offer endless options for transforming space as organizational needs evolve. Through our brands and brand partners, our portfolio fills an entire floorplate—from the core elements in office environments to social spaces, hospitality, higher education, and healthcare.

Values-Driven Organization

Our values define our business behavior and inform our decisions, guiding today's activities and tomorrow's growth—in the global markets we serve and the communities where we live. First drafted in 1975 by Chairman Emeritus Dick Haworth, our values have been modified several times to suit change happening in the world and our evolving business.

- We listen to our Customers.
- We rely on our Members.
- We honor Integrity.
- We embrace Continuous Learning.
- We lead with Design.
- We create Value.
- We work to make the World better.



\$2+ billion in global sales



Global for 30+ years



7,500+ members worldwide



100+ global design & research partners



Operating in 120+ countries



400+ patents



650 dealers worldwide



Zero production waste to landfill since 2012

Organic Workspace Informs Our Sustainability Strategy

Space matters and positively impacts quality of work and life. Over our 71-year history, we've provided workspaces used by millions of people who work hard to deliver their own value every day. It's their space, and it matters to their work.

We view our role in supporting our customers and their employees with tremendous responsibility, and work to craft solutions that help our customers succeed. This mindset led us to name our perspective and process for workspace design, sharing and building upon our foundation. It's called Organic Workspace.

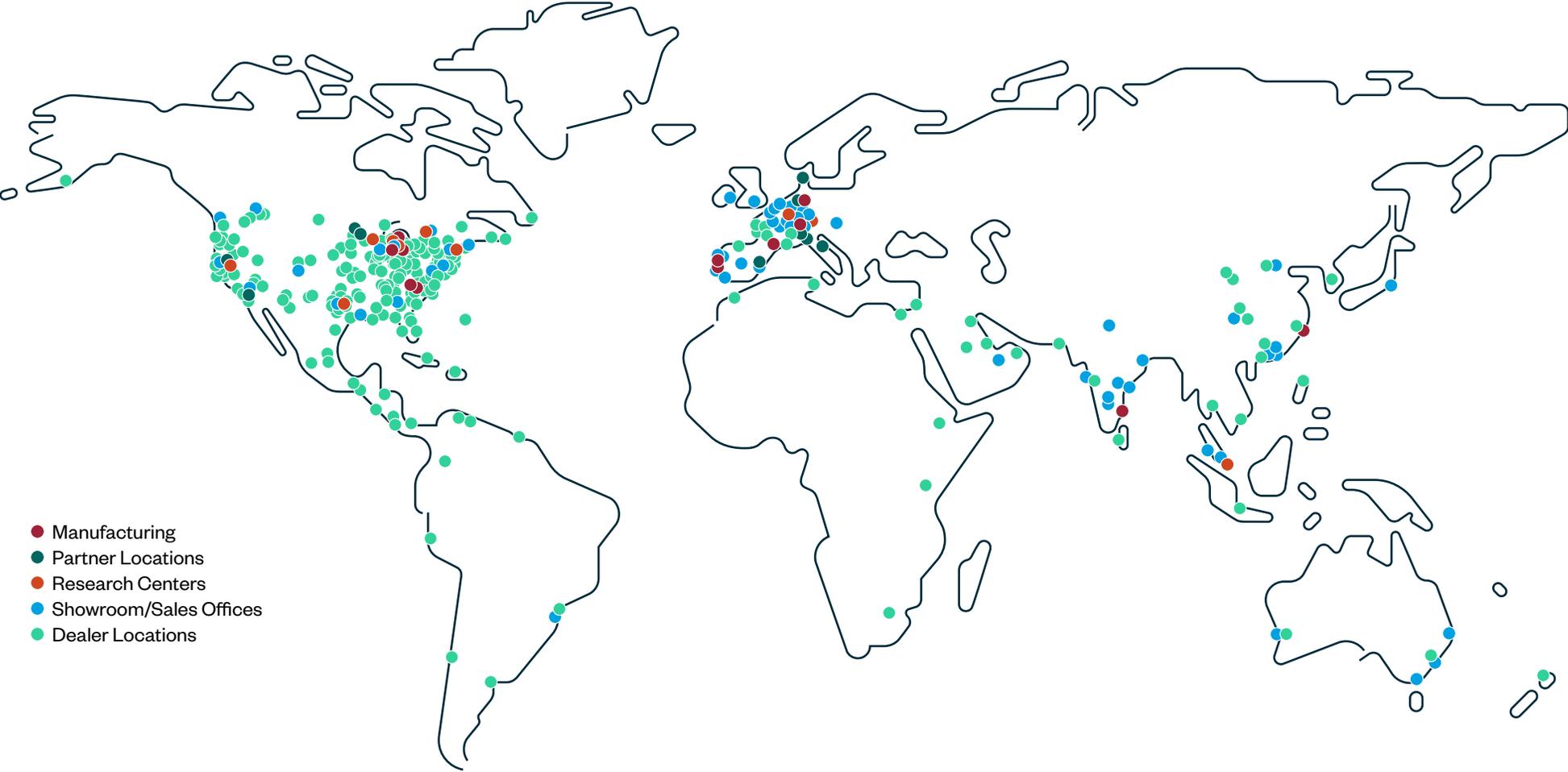
We spend countless hours investigating the links between workspace design and performance, studying how space influences people's behaviors and experience at work. Organic Workspace leverages this research and applies circular design thinking that places people, communities, and our planet first. Each unique Organic Workspace serves as a living organism that can adapt as people and organizations need.

As we work to deliver Organic Workspace solutions, circular design thinking drives our sustainability strategy, helping customers succeed for years to come.



Global Expertise

Our global teams service stakeholders in all regions: The Americas, EMEA (Europe, Middle East, and Africa), and Asia-Pacific.



Global Partnerships

We value the engagement of our internal and external stakeholders. Creating value for our customers drove us to design, manufacture, and distribute products in the global communities where our customers operate. We listen and continuously learn from our members, customers, dealer partners, architect and design partners, industry influencers, research organizations, government agencies, non-profit organizations, and others to collaborate on providing innovative solutions for the most pressing issues we face today.

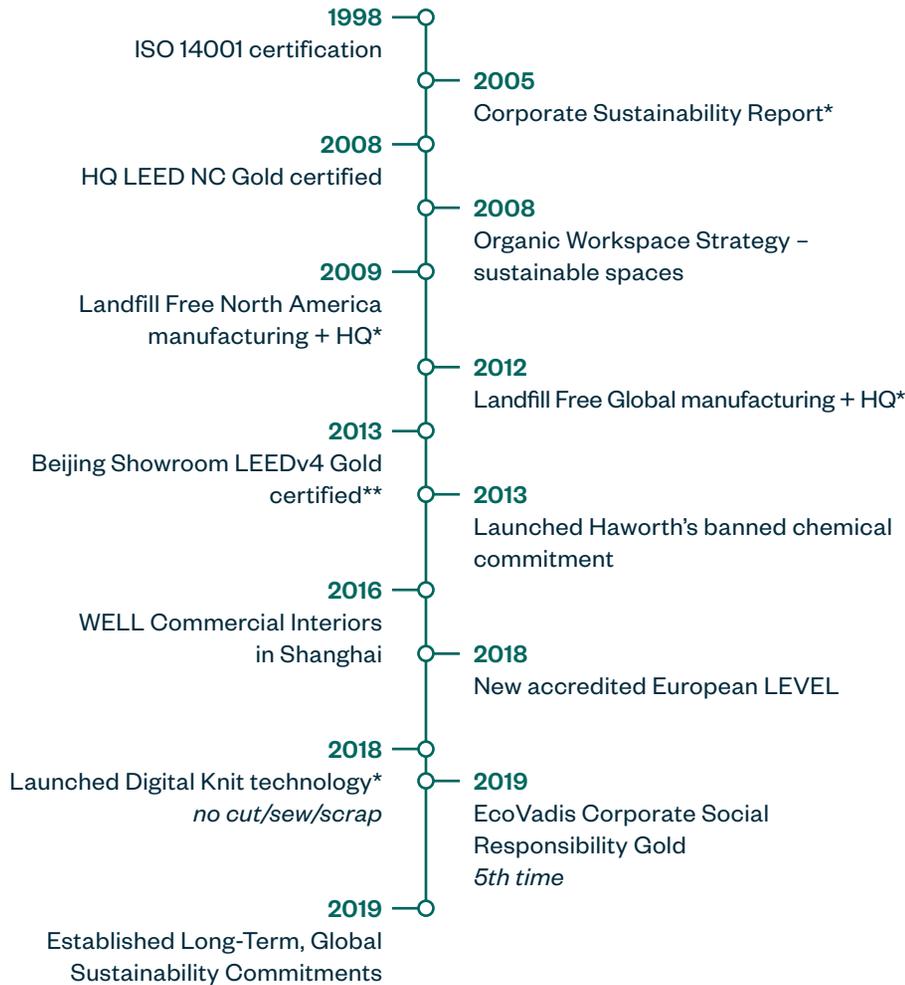
We are uniquely positioned worldwide to meet client preferences and needs based on local cultures, standards, and norms.

Sustainability Memberships and Organizations

- Business and Institutional Furniture Manufacturers Association (BIFMA)
- CDP
- European Federation of Office Furniture (FEMB)
- German Design Council
- Health Product Declaration Collaborative (HPDC)
- Healthier Hospitals Initiative (HHI)
- IAO Fraunhofer Office 21
- Indian Green Building Council (IGBC)
- Michigan Recycling Coalition (MRC)
- The German Environmental Management Association (B.A.U.M. e.V.)
- United Nations Global Compact (UNGC)
- US Green Building Council (USGBC)
- West Michigan Sustainable Business Forum



Our Journey



* First in industry
 ** First in the world

2019 Awards & Rankings

Most Innovative Workplace Design
 Presented by Fast Company, Finalist for Digital Knits

Best of NeoCon Awards
 Presented by Contract magazine and co-sponsored by McMorro Report, Merchandise Mart Properties, IIDA, IFMA. Gold award in the Textiles: Upholstery category for Haworth Digital Knits; Gold award in the Lounge Furniture Collections category for Cabana Lounge™

HiP at NeoCon Product Awards
 Presented by Interior Design magazine. Cabana Lounge nominated as a finalist and honored as a winner in the Workplace: Highback Seating category; Lauren Rottet Lounge nominated as a finalist in the Workplace: Sofa category; Haworth Knits nominated as a finalist and honored as a winner in the Materials category; Back-Wing Armchair nominated as a finalist and honored as a winner in the Hospitality: Seating category

German Design Council Award
 Poppy™ lounge chair

Metropolis Likes, NeoCon 2019
 Awarded to Haworth Knits

EcoVadis Corporate Social Responsibility Gold
 5th time

Michigan Veterans Affairs Association Employer Award
 Silver-level employer

Toastmasters President’s Distinguished Club and Founders Award
 27 years as Haworth/Holland Toastmasters club sponsor

Our Sustainability Strategy

In 2019, we gathered 64 top leaders from across our company, including Commercial Interiors, Lifestyle Designs, and Performance Technology, to build upon our heritage and values of becoming a sustainable corporation. Drawing from experts from within our company and outside our industry, we developed ambitious targets for leveraging our core strengths and driving our mission forward. The result of the collaborative work is a focused strategy centered on three key areas that form a road map for continuous improvement.

Our work is informed by our commitment to the United Nations Sustainable Development Goals (UN SDG) and the actions needed to address challenges facing our world. We're eager to continue this journey by promoting sustainability and delivering value to the people, communities, and planet that we serve.

Our Sustainability Commitment

In our drive to create Organic Workspace solutions, we think beyond our business with a collective purpose to make the world better. As we strive to be a sustainable organization, Haworth empowers and engages its members in practices and processes that positively impact our global communities, economy, and environment.

Corporate responsibility is a company-wide commitment informed by and integrated into our business strategy. [Governance](#) is led by the Haworth Board of Directors and Executive Leadership team.



People & Community

Focus on building strong relationships with and support for internal and external stakeholders

Priority Areas

People

Empower people

Community

Contribute to the sustainable development of our communities



Circular Economy

Optimize resource utilization and closed loop material flows

Priority Areas

Design for Sustainability

Design that considers environmental, social, and economic factors

Circular Services

Economic systems aimed at eliminating waste and the continual use of resources



Operational Performance

Focus on improving our footprint

Priority Areas

Procurement, Manufacturing, and Logistics

Optimize resource use and minimize impact of buildings, packaging, manufacturing, and transportation

Energy Usage

Optimize direct and indirect use of non-renewable energy and source renewable energy

People & Community

As of December 31, 2019, Haworth employed more than 7,500 people, whom we call members. We value and rely on our members and collaborate on one key goal: to help people do great work—within our company, our community, and for our customers.

To deliver on our goal, we empower members through a vast array of purpose-driven experiences, continuous learning, and leadership development opportunities. Members around the world connect to bring a spirit of optimism, drive, inclusiveness, and an unwavering appreciation for service.

We pour our efforts into every customer experience. Our diverse team of members focuses on everything from workplace research, product design, material science, ergonomics, global sourcing and logistics, technology, and, of course, manufacturing products that form each Organic Workspace we deliver.

We recognize that our success is intrinsically linked to the health and vitality of the communities where we live and work. It is an honor and a privilege to apply the assets, capabilities, and resources that help make us successful to efforts that help communities prosper.



Volunteering in the Community
Members all over the world engage with their communities to support local non-profit agencies.



Development & Training
Continuous learning remains one of our core values as it's critical to both personal achievement and business success.



Well-Being & Safety
A wide variety of programs are available to nurture well-being.

People

From the members and supply teams who make our products to the thousands of Haworth members around the world, we believe in providing opportunity for all. Leveraging different perspectives leads to unique ideas and unlocks innovation.

Dick Haworth Values Award

In 2019, 23 members received the Dick Haworth Values Award. Company Chairman Emeritus Dick Haworth established the peer-nominated award in 2001 to recognize members who daily integrate into their activities: listening to our customers, empowering and engaging members, honoring integrity, leading with design through creative thinking, driving continuous improvement, and striving to make the world better by embracing diversity, caring about the environment, and creating economic value.



The Dick Haworth Values Award consists of an inscribed wood plaque, a copy of the Haworth Values signed by both Dick and Matthew Haworth, along with a post-tax check for \$2,000.

Member Engagement

We've been conducting member engagement surveys for nine years. This survey enables members to confidentially share their perspective and experience. As our values affirm, we rely on our members to help prioritize change as we strive to be an employer of choice.

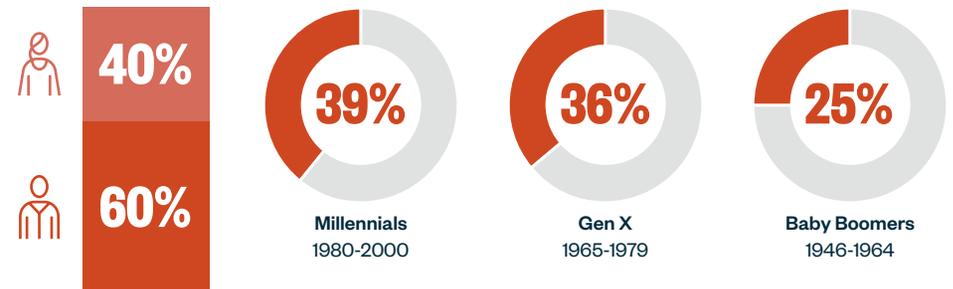
In 2019, members agreed that:

- 87%** I understand how my work contributes to the overall success of this organization.
- 81%** The people I work with treat me with respect.
- 81%** I enjoy working with the people on my team.
- 80%** Expected "how" behaviors have been communicated to me.

Diversity

For members to live their best lives, we must work to meet their diverse needs. Our goal is to nurture a culture in which everyone is included, empowered, and rewarded for individual and team successes. We take pride in and celebrate the diversity of members.

2019 Member Diversity



Development & Training

We continue to build a creative and inclusive culture, where all voices are welcome, heard, and provided with opportunities to learn and grow. Continuous learning remains one of our core values and is critical to both personal achievement and business success. We offer a breadth of learning and development opportunities—from online courses to in-person training.

2019 Member Development & Training

More than \$1.6 million invested in member training globally.

Program	Courses Offered	Courses Delivered	Participants	Training Hrs
Professional Development	16	82	1,174	6,264
Business Systems Training	86	219	1,306	4,705
Haworth Leadership Institute	5	2	136	6,528
Orientation	4	114	1,064	8,794
Instructor-Led Sales Training	9	47	170	2,175
Online Sales Training	95	—	164	7,790

The Center, our online portal created in 2008, offers more than 800 courses that members engage in starting with their onboarding experience. They learn standards pertaining to safety, ethics, values, diversity, and inclusion, Haworth Management System (continuous improvement) and environmental practices. Members track their progress and can customize their development plan by also selecting from courses offered through our partnerships with ThinkWise and SkillShare. Additional support is available via the Tuition Assistance Program, offering funding for members pursuing degree programs.

Members have also formed networks to foster connection, mentorship, and celebrate the diverse spectrum of individuals across the company. Member Resource Groups include Toastmasters, Veterans, and Young Professionals.

Well-Being

We view the work environment as a tool to promote well-being, an enduring state that encompasses physical wellness, cognitive performance, and psychological comfort. We apply this same philosophy to our organization, supporting members in living their best life.

A number of programs and services nurture member well-being, including: wellness fairs, mammograms, flu vaccines, smoking cessation programs, fitness benefits, and a state-of-the-art fitness center at our global headquarters. Mental health is also a key part of well-being. Through our member assistance program, we offer access to short-term counseling and assistance for a range of challenges including daily stresses, marital conflict, financial or legal pressures, and professional services.

2019 Member Well-Being



Fitness Center Refresh

We began a renovation project at our global headquarters in 2019 to better serve members in support of their well-being. Completion: Q1 2020



Participation Fitness Network

Members in Germany can apply for participation in the HANSEFIT fitness network with financial support through Haworth and the option to train at any fitness studio in the network.



Benefits for Parents

At our global headquarters we updated our mothers' rooms to provide relaxing retreats that balance nursing mothers' need for privacy and functionality. US-based non-birthing new parents now receive two weeks of leave to help with the transition into parenthood.



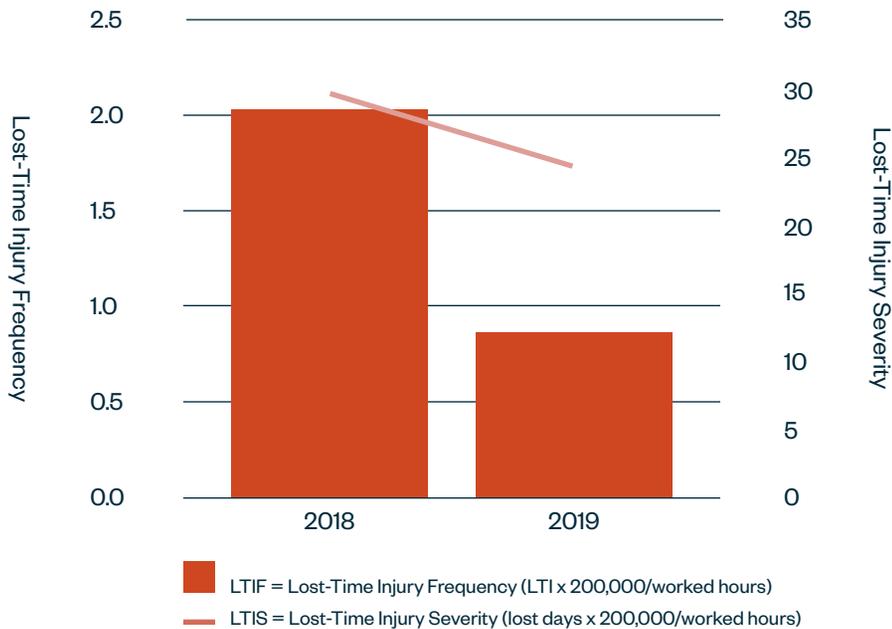
Weekly Yoga Class

The Shanghai showroom hired an external yoga instructor to provide a free yoga class for members every week.

Safety

As an extension of our commitment to well-being, the personal safety of Haworth members and contract employees is of utmost importance. Through our Haworth Management System (HMS), we continue to develop and implement strategies that enhance safety. Local teams define goals and metrics at all Haworth global facilities. Occupational health and safety performance are regularly tracked. Improvement measures and training are then implemented. Risk assessment is evaluated on an ongoing basis to help keep members safe and reduce the overall incident rate. Throughout our global locations, our overall lost-time injury rate was 0.83 for calendar year 2019.

Lost-Time Injury Frequency and Severity



Community

We recognize that our success is intrinsically linked to the vitality of the communities where we live and work. Our goal is to contribute to community prosperity by leveraging our resources and expertise to partner with community leaders who are evolving the economic and social systems in our own backyard.

In addition to offering our time, Haworth and our members contribute financial resources to support community initiatives. For 53 years, members in North America have had the opportunity to contribute to United Way, helping to provide programs and services to improve people’s lives in four areas: basic needs, health, education, and financial stability. In 2019, members generously contributed \$302,028.

2019 Highlights



Haworth partnered with Western Michigan University’s Haworth College of Business study abroad program to provide students a hands-on learning opportunity about Haworth’s sustainability strategy. They had the opportunity to serve the community in partnership with Youth for Parivarthan, an organization focused on making positive change in their cities.

Here are just a few of the ways members supported their communities in 2019.

- 1** In Chennai, India, members worked to clean the heavily littered, popular Marina Beach.
- 2** In Delhi, India, members conducted a workshop for young adults at a Life Project Center in Sangam Vihar to teach how sustainable practices could be part of their everyday life. The group then planted trees in the community. The connection continues as members provide the Center with discontinued fabric and finish samples to support entrepreneurial projects.
- 3** In Chicago, Illinois, members volunteered at Cradles to Crayons, sorting and packing clothes, shoes, coats, books, and toys for 150 children in need.
- 4** In Budapest, Hungary, members visited a local animal shelter, painting kennels, and helping care for the dogs.
- 5** In Holland, Michigan, members volunteered to remove invasive plants from local natural areas along Lake Michigan.
- 6** In Bad Münders, Germany, members partnered with the Springe Vocational school and hosted wood mechanics apprentices from France for mentoring, learning experiences, and team building. Plans for the German wood mechanics to visit France are in the works for 2020.
- 7** In Bruce, Mississippi, members sponsored the Family Freedom Festival, an opportunity to learn about local Veterans of Foreign Wars and promote patriotism within the community.



Circular Economy

Haworth's design philosophy has resulted in numerous innovations that have transformed millions of people's work experience. Design thinking permeates everything we do—from products to spaces. We incorporate two key elements: performance and desire. This combination, along with four design characteristics—open, informed, experiential, applied—complement our pursuit to create Organic Workspace environments that align people and space for optimal performance.

All Haworth members are part of creating something—from presentations to new products, process improvement, and our customers' collective experiences. Design thinking is ingrained in our culture—it speaks to who we are, what we care about, and why our company exists.

As part of our commitment to make the best use of the Earth's resources, we are focused on two priority areas: Design for Sustainability and Circular Services. A circular economy is one of the biggest opportunities to design a sustainable future and is an essential part of our strategy.

Haworth Banned Chemicals

Haworth has avoided or eliminated more than 55 chemicals and chemical compounds of concern from our products.



Diverting from Landfill

We ensure our customers have alternatives to the landfill when disposing of workplace products no longer needed.



Achieving Industry-Leading Certifications

Haworth has a variety of products that meet stringent sustainability requirements.

Design for Sustainability

Through our design-led approach, we're committed to addressing the environmental impacts of our business. Our design teams consider the environmental, social, and economic impact through sustainable material choices, waste-reducing engineering processes, avoidance of Haworth banned chemicals, and alignment with leading certifications. The drive toward sustainable, healthier solutions also supports our clients in achieving their sustainable goals.

2019 Highlights

Circular Product Design Framework

A collaborative effort across North American business partners led to the development of a New Product Introduction (NPI) tool that provides our product launch teams with a standardized, strategic method to easily identify compliance, ergonomic, and sustainability targets and track progress through launch.

Reducing Haworth Banned Chemicals

We are committed to providing our customers with products that support safe and healthy environments. Haworth has avoided or eliminated more than 55 chemicals and chemical compounds of concern from our products. Considerations for the use of safer materials continues to drive us to evaluate more sustainable solutions as alternatives become commercially available. We continue to offer products free of problematic chemicals such as non-stick additives derived from per- and poly-fluorinated compounds, antimicrobials, PVC, and associated phthalates, flame retardants, and heavy metals.

mindful Materials

A global effort, Haworth joined this product certification library to increase transparency and provide sustainability data to our customers.

Number of mindful Materials Listed Products by Region



Rethinking Packaging Design

In North America, as a result of a design change, Compose® tiles can be nested during shipment, eliminating a one-inch honeycomb spacer. Total annual savings is approximately 63.5 tons of corrugated material per year.

Product Certifications

Circular design principles are helping us reimagine the way products are designed, packaged, manufactured, and shipped. We continue to lead the industry in achieving global accredited certifications, providing customers the ability to make informed choices. Certifications offer a common methodology to present the environmental and social characteristics of products.

With 113 certified products certified under the Business and Institutional Furniture Manufacturer’s Association Product Sustainability Standard (BIFMA) LEVEL program, Haworth has a variety of options to meet customer requirements. We also added European LEVEL Certification to our product portfolio in 2018, for a total of 14 LEVEL 3 certified products.

North America

- BIFMA LEVEL 1
36 products
- BIFMA LEVEL 2
24 products
- BIFMA LEVEL 3
30 products
- GREENGUARD
76 products
- GREENGUARD Gold
47 products

Haworth Health

- GREENGUARD
27 products
- GREENGUARD Gold
18 products

Europe

- European LEVEL 3
14 products
- GREENGUARD
10 products
- GREENGUARD Gold
10 products
- SCS Indoor Advantage Gold
21 products
- NF Environment Mark
12 products

Asia-Pacific

- BIFMA LEVEL 1
18 products
- GREENGUARD
27 products
- GREENGUARD Gold
18 products
- GEGC
17 products

North America BIFMA LEVEL 3 Workspace



European LEVEL 3 Workspace



Circular Services

Finding new ways to support a more circular business model is an essential part of our strategy and commitment. We aim to make it easier for customers to utilize alternatives to the landfill when disposing of workplace products no longer needed. We continue to explore environmentally preferred solutions that drive environmental stewardship, economic growth, and community prosperity.

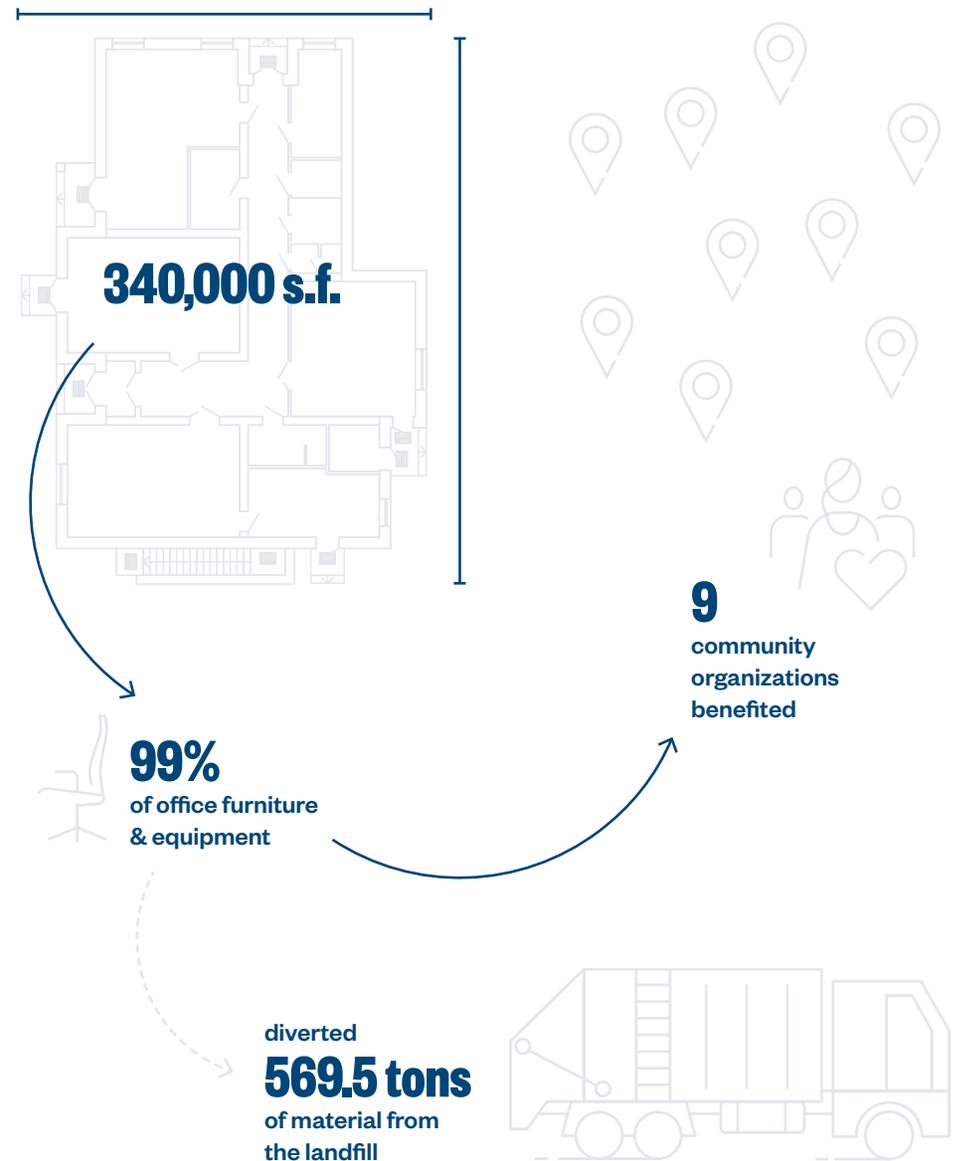
2019 Highlights

Diverting from Landfill in the US

One significant example of our circular services commitment involved key partners who share our mindset. The American Express Company partnered with Haworth and Green Standards to donate, recycle, or resell 340,000 square feet of office furniture and equipment, diverting 569.5 tons (99.3%) of material from the landfill, reducing environmental impact, and positively contributing to the community. Nine community organizations benefited from the Phoenix, Arizona-based project.

Partnership with Valdelia in France

Haworth France, together with 12 other professional furniture industrial companies, created Valdelia in 2012. Valdelia is a non-profit eco-organization approved by the French Ministry of Ecology, Sustainable Development, and Energy, whose mission is to collect and recycle professional furniture waste. Haworth continues to foster this partnership and transfer insights to other markets.



Operational Performance

Manufacturing and environmental responsibility is not a trade-off; neither are profit and people. We continue to seek opportunities to address the environmental impact of our business in all facets of our operations. We believe operating a sustainable corporation will allow us to help people do great things for generations to come.

Our customers care about the quality of the products they buy. They also care about the work that goes into those products. Within our own facilities, and in collaboration with our suppliers, we strive for healthy social and environmental working conditions. Using our Supplier Code of Conduct, we work together to increase the transparency of sustainability standards addressing worker safety, labor compensation, anti-discrimination, anti-corruption, worker respect, and environmental compliance.

Progress in operational performance involves commitment and effort in partnership with our suppliers and within our own facilities. We focus on continuous improvement in the procurement, manufacturing, and logistics of all products and aim to operate efficient facilities that are designed with our long-term impact on the environment in mind.

Powder-Coat Paint

We've realized an over 90% reduction in VOC emissions from our processes since 2007, in part through the use of powder-coat paint, and we continue to implement efficiencies in the paint process.



Product Packaging Reductions

North America implemented reductions and made eliminations to packaging to reduce environmental impact.



Solar Panel Project

Our Shanghai plant installed 2,304 solar panels covering its two roofs.

Procurement, Manufacturing, & Logistics

We optimize resource use and minimize the impact of buildings, packaging, manufacturing, and transportation. Through the Haworth Management System (HMS), we ensure the principles of continuous improvement are applied. Our global HMS team inspires all members to support, facilitate, and lead initiatives that drive results and eliminate waste, advancing our strategy to create sustainable value for customers, members, and the communities we serve.

2019 Highlights

Procurement of Sustainable Wood

Every piece of our wood furniture is sourced with an eye on environmental stewardship. Our Shanghai, China, plant progressively replaced non-Forest Stewardship Council (FSC) wood commodities with FSC-certified ones, successfully launching FSC low-pressure laminates to complement our FSC high-pressure laminates.



Globally, Haworth sources 92% of wood from certified sustainable sources.

Product Packaging Reductions

North American packaging engineers identified and implemented improvements in product and packaging design, as well as changes in shipment methods, resulting in:



One of our packaging material suppliers eliminated stretch wrap from the shipping process, resulting in projected annual savings of 305 lbs. of material used.

In Big Rapids, Michigan, the components team incorporated an automatic bander to reduce polypropylene stretch wrap while keeping X Series® personal storage towers secure on pallets during shipment, resulting in projected material savings of 1,072 lbs./year.

Powder-Coat Waste Reduction

In Portugal, the paint team implemented efficiencies that resulted in a capacity increase of 66%, downgrading the environmental impact of the paint process by reducing powder, energy consumption, and resources spent on surface treatment.

Leader in Reducing VOC Emissions

For most metal parts, Haworth uses powder painting, a VOC-free finishing process. Through a transition to water-based finishes and powder-coat paints, we've realized an over-90% reduction in VOC emissions since 2007. Continued efforts to reduce VOC emissions resulted in a reduction of more than 20% for all production facilities in 2019 (from 30 t to 24 t) through substitution of cleaners and choice of adhesives that contain minimal to no VOCs.

United Kingdom Team Achievement

Our team in the UK was awarded the First Mile Silver Certificate for their efforts to improve waste separation and recycling.

Energy Usage

Through ambitious energy programs and partnerships, we are advancing our strategy to improve our carbon footprint and align with science-based reduction targets for emissions.

2019 Highlights

Installing Solar Panels in China

Our Shanghai plant launched a renewable energy project, installing 2,304 solar panels covering its two roofs. Energy production is estimated at over 2,000 mwh per year, covering 31% of the plant's annual energy use and leading to annual reductions of 592 tons CO₂, 162 tons carbon dust, 18 tons SO₂, and 225 tons standard coal.



The solar panels are estimated to be able to cover 31% of the plant's total electricity use every year.

Reducing Energy Use with Stakeholders

Haworth's global headquarters team partnered with the Holland Board of Public Works and Consumers Energy for the installation of an uninterruptible power supply (UPS), which yielded 30% energy reduction in comparison to previous UPS.

Decreasing Greenhouse Gas Emissions

Since 2005, through our ISO 14,001-certified Environmental Management System, we have reduced our greenhouse gas emissions by 20%. We report our progress annually within our Corporate Responsibility Report and for the CDP.

Using LED Lighting Globally

A global effort involved updating lighting with energy-efficient LED. Specifically, our Holland, Michigan distribution center replaced 641 metal halide fixtures with LED lighting.



Governance

Our executive team is accountable for meeting sustainability goals and objectives. The executive sponsors, in partnership with our global sustainability team, set company-wide goals and metrics based on the company's long-term strategy. The global sustainability team drives the metrics and reports progress regularly to our Vice President of Global Design, Innovation & Sustainability, who is responsible for the direction and pace of our sustainability plan, reporting to the CEO. The CEO provides formal sustainability oversight through corporate sector reviews. Region-specific functional leaders help direct local sustainability efforts. They represent and provide the conduit for regional efforts and priorities.

Haworth supports the 10 principles of the UN Global Compact with respect to Human Rights, Labor Rights, Anti-Corruption, and Environmental Protection. As a private company, we take great pride in our corporate values that include valuing people and the world we live in. We continue our commitment to our business strategy, culture, and operating processes. We work in our supply chain to advance these principles beyond the walls of our facilities and into the communities in which we operate. Through the Haworth Management System, we ensure the principles of continuous improvement are applied.

Our global sustainability team informs strategic direction and policy, ensures the company and its leadership are kept abreast of current concerns, and shares industry best practices across all regions. They are supported by an interdisciplinary group of Haworth members across the globe who play a crucial role in promoting and maintaining the strategic direction.

Asia-Pacific



Sridhar Harivanam
India



Alex Przybyla
China



Reta Yang
China

Europe



Bianca Doenicke
Germany



Susanne Schliehe-Diecks
Germany

North America



Dominic Daunter
US



Jim Kozminski
US



Anne McManus
US



Devin O'Herron
US

Value Cycle

Becoming a sustainable corporation involves commitment by all our members, suppliers, and partners. To help translate our strategy, we use a value cycle that serves as a framework to guide our actions.

Design

Designing with people and the environment in mind through sustainable material choices and the avoidance of harmful chemicals.

Supply Chain

Engaging with supplier partners in continuous dialog to ensure responsible sourcing.

Manufacturing & Logistics

Maintaining ISO certifications and Zero Production Waste to Landfill status globally.

Usage & Performance

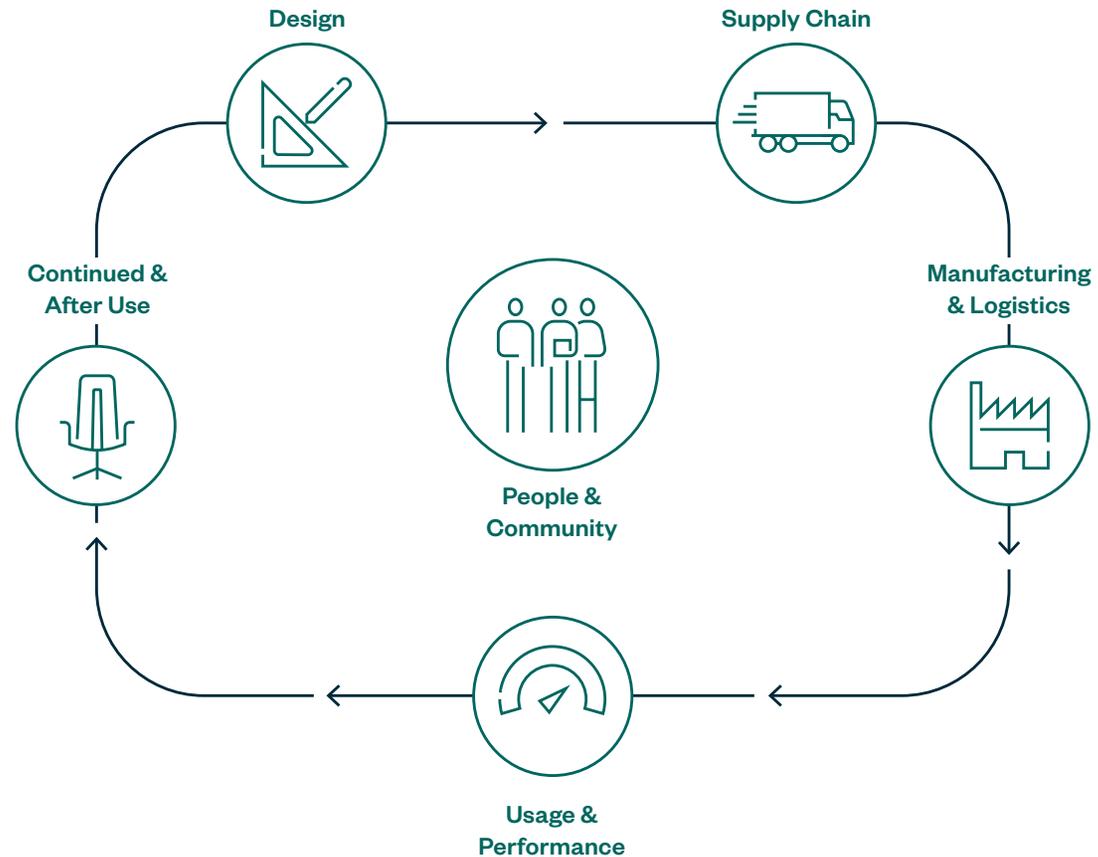
Earning top certifications, promoting healthy spaces, and fostering well-being.

Continued & After Use

Providing lifecycle assessments, and educating customers on landfill alternatives.

People & Community

Strengthening communities by helping to protect and restore the environment and supporting people through volunteerism, health and safety protocols, and continuing education



Haworth's 2025 Commitments

People are at the center of everything we do. In our drive to create Organic Workspace solutions, we think beyond our business with a collective purpose to make the world better. As we strive to be a more sustainable organization, we've set the following ambitious targets.



People & Community

Education & Training

Personal Sustainability Impact. 100% participation in member development programs to advance individual and organizational sustainability goals.

Community Outreach

Volunteering. 100,000 hours of community engagement through volunteerism and educational opportunities.



Circular Economy

Circular Design

100% of new products designed using circular design principles.

End of Life Program

Offer sustainable solutions for customer's used furniture including repair, refurbish, reuse, recycle, and/or remanufacture.

Product as a Service

Program(s) for Product as a Service in place including leasing, pay-per-use.



Operational Performance

Sustainable Wood

Source 100% of wood from sustainable sources.

Responsible Sourcing

100% tier one suppliers are screened according to responsible sourcing criteria. 100% of tier one suppliers sign Haworth Code of Conduct.

Zero Waste

Zero Waste to Landfill for manufacturing sites and world headquarters with reliance on waste to energy (W2E). Maximize Material Efficiency to 90%. Ensure highest value use for remaining 10%. Reduce Global W2E <1% annually.

Sustainable Packaging

100% renewable, reusable, recyclable, or compostable packaging.

Renewable Energy Sourcing

100% renewable energy sourcing for electricity for manufacturing facilities.

Global Reporting Index

General Disclosures

Global Reporting Index (GRI), Sustainability Development Goals (SDG), and United Nations Global Compact (UNGC)

GRI	SDG	UNGC						
102-1			Name of the organization	Haworth, Inc.				
102-2			Activities, brands, products, and services	Haworth Products: North America Haworth Products: Europe Haworth Products: Asia-Pacific				
102-3			Location of headquarters	Haworth, Inc. One Haworth Center Holland, Michigan 49423 USA				
102-4			Location of operations	Haworth Overview - The Americas , Haworth Overview - EMEA and Asia Pacific				
102-5			Ownership and legal form	Haworth, Inc. is a privately held corporation.				
102-6			Markets served	Haworth Overview - The Americas , Haworth Overview - EMEA and Asia Pacific				
102-7			Scale of organization	Haworth Overview - The Americas , Haworth Overview - EMEA and Asia Pacific				
102-8	8, 10	Labor	Information on employees and other workers	Gender	North America	Europe	Asia-Pacific	Total
				Female	39.1%	31.0%	56.0%	39.8%
				Male	60.9%	69.0%	44.0%	60.2%
				Age				
				Baby Boomer (1946-1964)	29.8%	23.0%	3.0%	25.4%
				Gen X (1965 - 1979)	35.7%	41.0%	28.0%	35.8%
				Millennial (1980-2000)	32.8%	36.0%	69.0%	38.8%
				Hires				
				Turnover Rate	24.38%	12.57%	15.20%	20.8%
				New Hires	20.91%	10.88%	16.11%	18.3%
				Number of Interns	43	43	5	—

Note: This table does not include Haworth contract workers. However, contract workers are included in Haworth health and safety procedures and statistics.

GRI	SDG	UNGC		
102-9		Human Rights Labor Environment Anti-Corruption	Supply Chain	<p>Haworth takes a holistic approach to evaluating the impact we make on our global economy throughout every aspect of our business, including our supply chain.</p> <p>We engage in continuous dialogue and education with our global network of suppliers. We share best practices to ensure socially and ecologically responsible sourcing. Nurturing these relationships maintains integrity and transparency throughout our supply chain.</p> <p>With over 94% of global suppliers (by spend) signing this Code of Conduct, we work together to help increase the transparency of sustainability standards and initiate improvement measures. We conduct audits on quality, health, and safety for current suppliers. Each audit is followed by action plans and a close follow-up process—all designed to support our supplier partnerships.</p>
102-10			Significant changes to the organization and its supply chain	There have been no significant changes to the organization or its supply chain.
102-11			Precautionary principle of approach	The precautionary principle is integrated into our Haworth Management System (HMS). All manufacturing sites maintain certifications according to ISO 9001 and ISO 14001. Additionally, our manufacturing site in China is certified according to the ISO 45001 and manufacturing sites in Switzerland and Germany carry the certification according to OHSAS 18001. We will advance our journey to become a more sustainable corporation through our 2025 Commitments .
102-12			External initiatives	Haworth is a signatory of the UN Global Compact. Moreover, we report annually with the CDP.
102-13			Membership of associations	Sustainability Memberships and Organizations
102-14			Executive statement on sustainability	A Message from Our Executives
102-15			A description of key impacts, risks, and opportunities	Haworth takes a holistic approach to evaluating the impact we make on our global economy throughout every aspect of our business. Using our Value Cycle as a framework, we consider the economic, environmental, and social impacts along with associated challenges and opportunities when we developed our 2025 Commitments .
102-16	16	Anti-Corruption	Values, principles, standards, and norms of behavior	Haworth Overview - The Americas , Haworth Overview - EMEA and Asia Pacific
102-17	16	Anti-Corruption	Description of internal and external mechanisms for advice, ethics trainings	Ethics training is a mandatory element of Haworth's onboarding process. Standard operating procedures are in place to maintain ethical and business conduct. Reporting procedures and anti-retaliation policies are in place, along with confidential helplines to support members.
102-18			Governance structure	Haworth Overview - The Americas , Haworth Overview - EMEA and Asia Pacific Governance
102-19			Delegating authority	Haworth executive leadership has delegation oversight for Haworth's sustainability strategy. The Vice President of Global Design, Innovation & Sustainability and the Sustainability team work with functional leaders across the company to determine strategies, policies, and goals related to corporate responsibility.
102-20			Executive responsibility for economic, environmental and social topics	The Vice President of Global Design, Innovation & Sustainability oversees corporate responsibility across Haworth. Governance

GRI	SDG	UNGC		
102-21	16		Process for consulting stakeholders on economic, environmental, social topics with leadership	Haworth has ongoing relationships with global business leaders, government agencies, and sustainability organizations that help us understand the most pressing challenges facing our world.
102-22	5, 16		Composition of the highest governance body and its committee	Governance
102-23	16		Chair of the highest governance body: our leadership	Governance
102-26			Role of highest governance body in setting purpose, values, and strategy	Haworth's corporate sustainability strategy is a company-wide commitment informed by and integrated into our business strategy. Haworth executive leadership retains oversight responsibility. Governance
102-27	4		Collective knowledge of highest governance body	Haworth's corporate sustainability strategy is an element of annual business strategy planning amongst our leadership. Governance
102-28			Evaluating the highest governance body's performance	Haworth's Board of Directors and executive leadership team conduct annual performance evaluation in accordance with Haworth's performance review system, involving both self-evaluation as well as peer and leadership evaluation. Governance
102-29	16		Identifying and managing economic, environmental, and social impacts	Governance
102-30			Effectiveness of risk management process	Governance
102-31			Frequency of the review of economic, environmental, and social	Governance
102-32			Highest governance body's role in sustainability reporting	Haworth's Vice President of Global Innovation, Design & Sustainability is responsible for monitoring and managing the company's sustainability strategy, providing final review of the Corporate Responsibility Report with the support of executive leadership. Governance
102-33			Process for communicating critical concerns	A Message from Our Executives Please contact haworth.sustainability@haworth.com .
102-40			List of stakeholder groups	Stakeholders are: Haworth members Haworth customers and dealer partners Haworth suppliers and operations contract partners Haworth shareholders Business leaders and industry influencers Government agencies Non-profit organizations This list is not exhaustive but encompasses stakeholder groups we monitor and consult closely.

GRI	SDG	UNGC	
102-41			<p>Percentage of total employees covered by collective bargaining</p> <p>Haworth employs members globally. Each country carries with it local employment laws and norms. Due to data privacy legislation in many countries, exact percentage of members who are represented by trade unions is not available.</p>
102-42			<p>Basis for identifying and selecting stakeholders</p> <p>Management and executive leadership identify stakeholders, and provide recommendations and guidance for both formal and informal engagements.</p>
102-43			<p>Approach to stakeholder engagement</p> <p>Engaging with stakeholders and listening to their ideas and concerns is vital to the success of our company. Stakeholder engagement involves a variety of methods that create forums for communication with each group. In addition, we periodically seek third-party insight to complete confidential interviews with key stakeholders to learn feedback regarding Haworth's brand and strategic efforts.</p>
102-44			<p>Key topics and concerns raised through stakeholder engagement</p> <p>Our stakeholders not only help us identify improvement opportunities, but also help us understand the most pressing issues facing our communities and our world. Stakeholder input influences the evolution of our Sustainability Strategy. Global member engagement surveys are conducted on an annual basis.</p>
102-45			<p>Entities included in the consolidated financial statements</p> <p>Data within the Haworth 2019 Corporate Responsibility Report is derived from calendar year January 1, 2019 to December 31, 2019 for our global regions: EMEA (Europe, Middle East, and Africa), Asia-Pacific, and the Americas.</p>
102-46			<p>Defining report content and topic boundaries</p> <p>Haworth utilizes a holistic approach to evaluate the impact we have on our global economy throughout every aspect of our business. In 2019, we gathered 64 top company leaders for a focused workshop to build upon our heritage and values as a sustainable corporation. Drawing from experts from within our company and outside our industry, we developed ambitious targets for leveraging our core strengths and driving our mission forward. The result of the collaborative work is a focused strategy centered on three key areas and 11 commitments, forming a road map for continuous improvement.</p>
102-47			<p>List of material topics</p> <p>Our Sustainability Strategy</p>
102-49			<p>Changes in reporting</p> <p>No significant reporting changes from 2018 to 2019.</p>
102-50			<p>Reporting period</p> <p>2019 Calendar Year: January 1, 2019 – December 31, 2019</p>
102-51			<p>Date of most recent report</p> <p>Haworth 2018 Corporate Responsibility Report</p>
102-52			<p>Reporting cycle</p> <p>Annual</p>
102-53			<p>Contact point for questions regarding the report</p> <p>Please contact haworth.sustainability@haworth.com.</p>
102-54			<p>Claims of reporting in accordance with GRI Standards</p> <p>The report has been prepared in accordance with the GRI Standards: Core Option. We report on several additional disclosures related to Haworth strategy and analysis and our priority material topics.</p>
102-55			<p>GRI content index</p> <p>This GRI Index table.</p>

Management Approach

GRI	SDG	UNGC		
103-1			Explanation of the material topic and its boundary	Governance
103-2	1, 5, 8, 16	Environment Human Rights	The management approach and its components	Governance
103-3			Evaluation of the management approach	Governance

Economic Performance

201-1	2, 5, 7-9		Direct economic value generated and distributed	Haworth's 2019 global sales were \$2.25 billion.
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Indirect Economic Impact

203-1	2, 7, 9, 11		Infrastructure investments and services supported	Please refer to the People and Community focus of our sustainability strategy.
203-2	1-3, 8, 10, 17		Significant indirect economic impacts	We rely on and support our members to impact the performance of our customers. This cascades to the relationships and deep connection to communities as well as our suppliers and stakeholders. We contribute to community prosperity through our philanthropic and volunteer efforts. And we partner with our dealers and customers to live our values and continue to seek opportunities to make the world better.

Anti-Corruption

205-2	16	Anti-Corruption	Communication and training about anti-corruption policies and procedures	Ethics training is a mandatory element of Haworth's onboarding process. We have standard operating procedures in place to maintain ethics and proper business conduct. Reporting procedures and anti-retaliation policies are in place, along with confidential helplines to support members.
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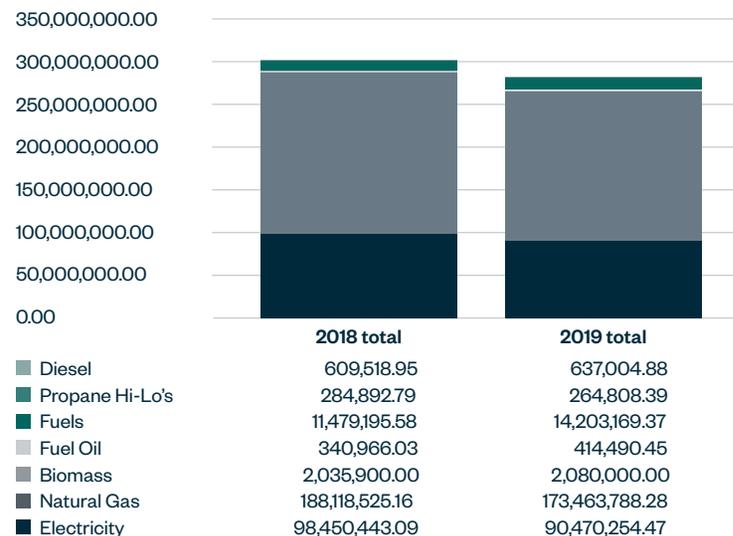
Materials

301-2			Recycled input materials used	<p>We remain dedicated to maintaining the highest environmental standards in the market and will continue to be transparent in our efforts and progress. We report on our material transparency efforts in our product environmental data sheets (PEDS). We include the percentage of recycled input material used for each product. Material recycled content data is based on supplier material declarations or industry average recycled content data.</p> <p>PEDS are available on Haworth's website.</p>
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GRI	SDG	UNGC		
301-3	8, 12	Environment	Reclaimed products and their packaging materials	Haworth offers a program to assist our customers with the repurposing of used furniture assets when purchasing new Haworth products. Aligned with our zero waste to landfill philosophy, we partner with several companies that will find a second life for products—often through remanufacturing or charitable donations—with recycling considered as a last resort. So far, Haworth has offered to take back products after use for an agreed price/cost to handle the recycling or re-use of materials or ensure a second life of the products. Learn more from this 2019 customer project .

Energy

GRI	SDG	UNGC		
302-1			Energy consumption within the organization	Energy Consumption in kWh



Scope: Haworth global headquarters and manufacturing sites (full operational control of facilities).

Global average share of renewable energy of our electricity consumption constituted approximately 20% in 2019.

302-4	7-8, 12-13		Reduction of energy consumption	Haworth continues to focus on implementing ambitious programs to reduce our GHG emissions and increase the energy efficiency of our operations.
302-5	7-8, 12-13	Environment	Reduction of energy requirement of products & services	Low standby consumption of products, such as height-adjustable tables, are considered during the New Product Introduction process.

Water

GRI	SDG	UNGC		
303-1			Interactions with water as shared resource	Water is used for sanitary purposes and for industrial uses (e.g., powder-coating). It is mainly provided by public supply networks, only a small amount is taken from wells. For our manufacturing facilities, water management (reduction of withdrawal as well as proper discharge) is included in the environmental management system, which is certified according to the ISO 14001.

303-3			Water withdrawal by source	<p>Water Consumption in Mil Gallons</p> <table border="1"> <thead> <tr> <th></th> <th>2018 Total</th> <th>2019 Total</th> </tr> </thead> <tbody> <tr> <td>Asia, All Plants</td> <td>1.53</td> <td>1.16</td> </tr> <tr> <td>Europe, All Plants</td> <td>2.74</td> <td>2.62</td> </tr> <tr> <td>North America, All Plants</td> <td>61.73</td> <td>62.23</td> </tr> </tbody> </table>		2018 Total	2019 Total	Asia, All Plants	1.53	1.16	Europe, All Plants	2.74	2.62	North America, All Plants	61.73	62.23
	2018 Total	2019 Total														
Asia, All Plants	1.53	1.16														
Europe, All Plants	2.74	2.62														
North America, All Plants	61.73	62.23														

Well water constituted 2% of the water used (included in total)

Scope: Haworth global headquarters and manufacturing sites (full operational control of facilities).

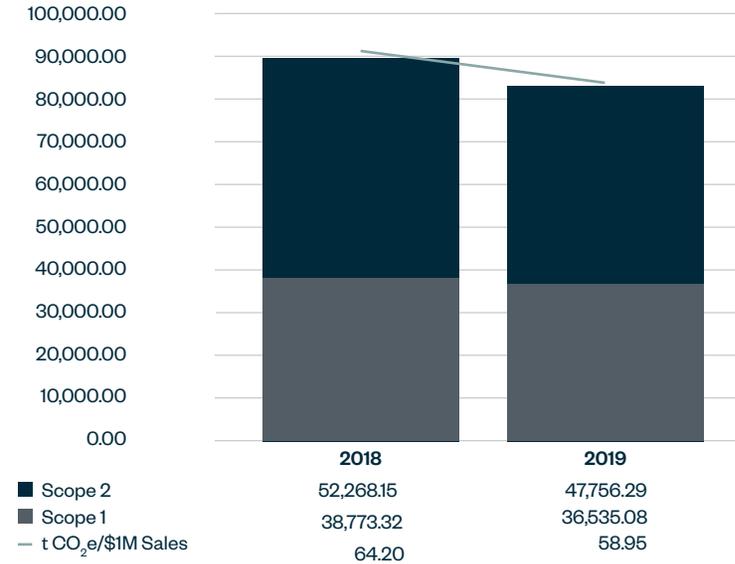
Biodiversity

304-2			Significant impacts of activities, products, and services of biodiversity	<p>Indirect impacts on biodiversity from Haworth's activities are linked to the supply chain through using resources such as wood. Efforts to mitigate impacts include the sourcing of wood from certified sustainably managed sources.</p> <p>We are determined to achieve our commitment of sourcing 100% sustainable certified wood. In 2019, 92% of the wood we purchased was sustainable certified. We partner with our suppliers to achieve this goal.</p>
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Emissions

GRI	SDG	UNGC	
305-1	3,12-15	Environment	Direct (Scope 1) GHG emissions

Global Greenhouse Gas Emissions (in Tons)



Scope: Haworth global headquarters and manufacturing sites (full operational control of facilities).

Emission factors from publicly available sources (e.g., EPA GHG Protocol Year 2018, GEMIS 5, IPCC) were used for calculations. Greenhouse gases included in the calculation were CO₂, CH₄, N₂O, HFCs, and PFCs. There were no known sources for SF₆ or NF₃.

305-2	3,12-15	Environment	Energy indirect (Scope 2) GHG emissions
305-4	13-15	Environment	GHG emissions intensity
305-5	13-15	Environment	Reduction of GHG emissions

Please see 305-1.

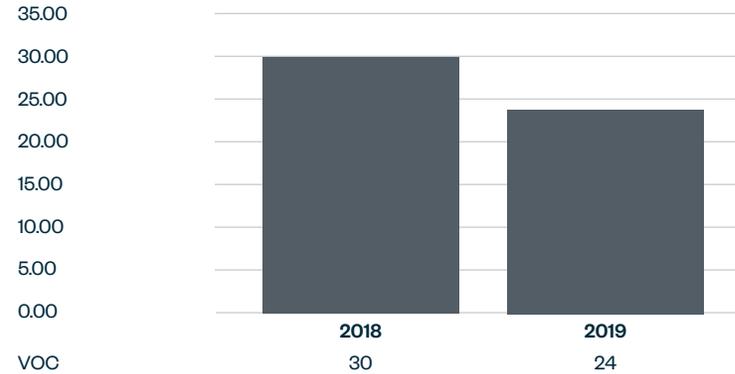
Please see 305-1.

[Initiatives](#) to reduce greenhouse gas emissions included increased fuel efficiency and movement away from fossil energy sources.

Emissions

GRI	SDG	UNGC	
305-7	3, 12-15	Environment	Nitrogen oxides (NOX), sulfur oxides (SOX), and other significant emissions

Global VOC emissions in t



Scope: Haworth global headquarters and manufacturing sites (full operational control of facilities).

Calculations are based on site-specific data. From 2018-2019, Haworth reduced VOC emissions from operations by 20%. This results in a total reduction of 95% since 2007.

Effluents & Waste

306-2	Waste by type and disposal method
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In 2012, we attained Zero Waste to Landfill status globally for manufacturing sites, and we continue to advance our waste reduction initiatives. Disposal methods for waste generated by Haworth facilities include recycling, energy recovery, and composting. We work continuously together with our members and suppliers to reduce waste and to improve reuse and recycling while adhering to federal and state legislations of the countries in which we do business. Our main waste fraction at manufacturing sites is wood waste from production. If recycling is not an option, one method to capture value from this material is to use it for thermal energy, including at several of our manufacturing sites. Other fractions are metals, plastics, powder-coat, corrugated, and paper, which can be readily recycled if separated properly. Monitoring and proper handling of hazardous waste from production is part of our certified environmental management system according to ISO 14001 and regulatory compliance programs.

Supplier Environmental Assessment

GRI	SDG	UNGC								
308-1		Environment	New suppliers that were screened using environmental criteria	<p>Global</p> <table border="1"> <caption>Supplier Environmental Assessment - Global</caption> <thead> <tr> <th>Year</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>93.5%</td> </tr> <tr> <td>2019</td> <td>94.8%</td> </tr> </tbody> </table> <p>Scope: Haworth global regions: the Americas, EMEA, and Asia Pacific.</p> <p>All our suppliers are encouraged to sign and adhere to the Haworth Supplier Code of Conduct, an agreement that addresses worker safety, labor compensation, anti-child labor, anti-discrimination, anti-corruption, worker respect, and environmental compliance. With over 94% of global suppliers (by spend) signing this Code of Conduct, we work together to help increase the transparency of sustainability standards and initiate improvement measures.</p> <p>We conduct in-depth audits on quality, health and safety, for current key suppliers. Surveillance audits conducted in 2018 identified significant improvements for suppliers reassessed. Each audit is followed by action plans and a close follow-up process — all designed to support our supplier partnerships as we continuously improve together.</p>	Year	Percentage	2018	93.5%	2019	94.8%
Year	Percentage									
2018	93.5%									
2019	94.8%									
308-2		Environment	Negative environmental impacts in the supply chain and actions taken	Please see 308-1.						

Employment

GRI	SDG	UNGC		
401-1	5, 8, 10	Labor	New employee hires and employee turnover by age group, gender, and region	Please see GRI 102-8 .
401-3			Parental leave	Haworth parental leave policy aligns with laws of each country in which we do business. For example, for members in the United States, a two-week paid leave is available for non-birthing parents.

Occupational Health & Safety

403-1			Occupational health and safety management system	<p>Through our Haworth Management System (HMS), we ensure the principles of continuous improvement are applied to both manufacturing operations and office processes. To continuously improve, local teams develop goals and define metrics for health and safety at all Haworth global facilities. We regularly track occupational health and safety performance, initiate improvement measures, and provide training.</p> <p>Transparency in health and safety is deeply embedded in our philosophy and culture. The risk assessment process is evaluated on an ongoing basis.</p> <p>Participation and consultation of members is valued as a vital source to improve our performance, helping keep members safe and reducing the overall incident rate.</p> <p>We offer a wide variety of programs nurturing member well-being. Services such as mammograms, flu vaccines, wellness fairs, and smoking cessation programs, as well as fitness benefits, including a state-of-the-art fitness center at our global headquarters. Mental health is also a key part of well-being. Through our member assistance program, we offer access to short-term counseling and assistance for a range of challenges including daily stresses, marital conflict, financial or legal pressures, or professional services.</p>
403-2	3, 8		Hazard identification, risk assessment, and incident investigation	Please see 403-1.
403-3			Worker participation, consultation, and communication on occupational health and safety	Please see 403-1.
403-5			Worker training on occupational health and safety	Please see 403-1.
403-6			Promotion of worker health	Please see 403-1.

GRI	SDG	UNGC											
403-9			Work-related injuries	<p>Work-related injuries are tracked as lost-time cases (LTIF) and lost time injury severity (LTIS). Lost-time cases are defined as the absolute number of lost time on-site work injuries that require a person to stay away from work for a minimum of one day/shift (or more); commuting accidents are excluded, as per internal records.</p> <p>Lost-time injury severity (LTIS) is the number of days lost due to on-site work injuries divided by the number of worked hours in the same time, and multiplied by 200,000; calculation of worked hours as per time recording (actual working time) or regular working hours.</p> <p>Lost-Time Injury Frequency & Severity</p> <table border="1"> <caption>Lost-Time Injury Frequency & Severity Data</caption> <thead> <tr> <th>Year</th> <th>LTIF (Frequency)</th> <th>LTIS (Severity)</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td>2.00</td> <td>30.00</td> </tr> <tr> <td>2019</td> <td>0.80</td> <td>25.00</td> </tr> </tbody> </table> <p>■ LTIF = Lost-Time Injury Frequency (LTI x 200,000/worked hours) — LTIS = Lost-Time Injury Severity (lost days x 200,000/worked hours)</p> <p>Scope: Haworth global headquarters and manufacturing sites (including temporary workers).</p>	Year	LTIF (Frequency)	LTIS (Severity)	2018	2.00	30.00	2019	0.80	25.00
Year	LTIF (Frequency)	LTIS (Severity)											
2018	2.00	30.00											
2019	0.80	25.00											
403-10			Work-related ill health	Please see GRI 403-9.									

Training & Education

404-1			Average hours of training per year, per employee	Haworth invests in member learning to provide knowledge, tools, and resources for current roles as well as career development. Haworth tracks training efforts as absolute numbers of courses and hours offered to all members. Investment in member training was \$1.6 million in 2019.
404-2	8		Programs for upgrading employee skills and transition assistance programs	Please see GRI 404-1.
404-3			Percentage of employees receiving regular performance and career development reviews	Please see GRI 404-1

Diversity & Equal Opportunity

GRI	SDG	UNGC		
405-1	5, 8	Labor	Diversity of governance bodies and employees: generations, gender ratio per region, interns	Please see GRI 102-8 .

Human Rights Assessment

412-1		Human Rights	Operating with human rights reviews, impact assessments, human rights as part of SCOC, and percentage covered	<p>Haworth respects the rights of all members who help create value for our customers. Our values and code of conduct guide hiring policies, discrimination, and other universally recognized labor and human rights.</p> <p>Haworth suppliers are encouraged to sign and adhere to the Haworth Supplier Code of Conduct, an agreement that addresses worker safety, labor compensation, anti-child labor, anti-discrimination, anti-corruption, worker respect, and environmental compliance. With over 94% of global suppliers (by spend) signing this Code of Conduct, we work together to help increase the transparency of sustainability standards and initiate improvement measures.</p>
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Local Communities

413-1			Operations with local community engagement, impact assessments, and development programs	<p>Haworth embraces the communities where we operate and where our members live and work. Supporting people and community is one of three focus areas of our sustainability strategy. Learn more in the People & Community section of this report.</p>
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Supplier Social Assessment

414-1	5, 8, 16		New suppliers that were screened using social criteria	<p>Haworth suppliers are encouraged to sign and adhere to the Haworth Supplier Code of Conduct, an agreement that addresses worker safety, labor compensation, anti-child labor, anti-discrimination, anti-corruption, worker respect, and environmental compliance. With over 94% of global suppliers (by spend) signing this Code of Conduct, we work together to help increase the transparency of sustainability standards and initiate improvement measures.</p>
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Customer Health & Safety

GRI	SDG	UNGC	
416-1			<p>Assessment of the health and safety impacts of product and service categories</p> <p>At Haworth, we're continually improving our ability to affect sustainable building practices and to promote spaces that benefit the well-being of its users.</p> <p>We pursue external verification through product certifications such as GREENGUARD, BIFMA LEVEL or European LEVEL. Through these certifications, we demonstrate how Haworth products contribute towards sustainable building standards like LEED and the WELL Building Standard.</p> <p>We are committed to providing customers with products that support safe and healthy environments. Considerations for the use of safer materials drive us to evaluate more sustainable solutions as alternatives become commercially available. Due to the diligent efforts of our teams and suppliers, we offer our customers products free of problematic chemicals such as non-stick additives derived from per- and poly-fluorinated compounds, antimicrobials, PVC and associated phthalates, flame retardants, and heavy metals. Many Haworth products also include low emitting finishes such as powder-coat and water-based surface finishes. Our strategy with adhesives is to avoid them altogether. If this is not feasible, we insist on the use of water-based options.</p> <p>Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. Complying with applicable legal requirements on chemicals, such as California Resources Board (CARB) or REACH, is a minimum standard for all our operations. We are working diligently toward reducing potentially hazardous chemicals beyond regulatory restrictions associated with parts and materials we source.</p> <p>We report on our material transparency efforts in our product environmental data sheets (PEDS) for most product lines.</p>

Marketing & Labeling

417-1	12, 16		<p>Requirements for products and services information and labeling</p> <p>We report material transparency efforts in product environmental data sheets (PEDS). These are made available on the product page of the Haworth website.</p>
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haworth.com | 800 344 2600

HON

Environmental Responsibility



EVERY DAY WE MAKE A SMALLER IMPACT.

It all started in 1947 when HON began making card files from pieces of scrap metal generated from its contract business. Today, we closely examine every step in the product life cycle to uncover ways to minimize our footprint. This starts with designing and manufacturing products that incorporate recycled content. But it doesn't stop there. Our performance in meeting corporate goals — related to energy efficiency, greenhouse gas (GHG) emissions, water intake, and waste to landfill further demonstrates our commitment to reduce our environmental impact.

GREENER PRACTICES



COMOLD®

Using compression molded seat and back components made from 97% recovered wood fiber saves trees and diverts tons of waste from landfills annually.

PLANT BASED POLYOLS

Plant Based Polyols foam — created from soybeans, corn and other plants — is used in many of our most popular seating lines. Plant Based Polyols foam promotes our initiative to be less dependent on fossil fuels.

PAINT RECLAMATION

HON manufacturing locations recycle more than 11,000 gallons of wet paint annually.

FABRIC RECYCLING

We recycle bales of fabric scraps — keeping tons of waste from landfills, every year.

RECYCLED MATERIAL

HON converts waste material from a local steel plant into counterweights, instead of using large amounts of heavy steel plate. This helps minimize the carbon footprint of our products.

GREENER PRODUCTS



DESIGNING FOR THE ENVIRONMENT (DfE)

HON product development incorporates DfE processes to ensure that products provide long, reliable service. Materials are chosen to reduce impacts and be recyclable when the product reaches the end of its useful life.

level®

Currently, more than 72% of our products have achieved level certification based on the ANSI/BIFMA e3 Sustainable Furniture Standard.

INDOOR ADVANTAGE™ CERTIFICATION

Multiple HON product lines have earned SCS Indoor Advantage Certification for low emission.

LEED®

HON is proud to be a member of the U.S. Green Building Council (USGBC). Virtually all our products contribute to LEED Interior Design + Construction credits.

HON THINKS GREEN

We are always looking to the future, to continually innovate and grow. We listen to our customers, to share in their ideas and challenges, doing what we can to solve them. For more information on HON's commitment to sustainability visit hon.com/sustainability.

27

THOUSAND GALLONS
OF RECLAIMED
PAINT USED ANNUALLY

72

PERCENT OF HON
PRODUCTS ARE
LEVEL CERTIFIED



HON The HON Company
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Muscatine, IA 52761
800.833.3964 | hon.com

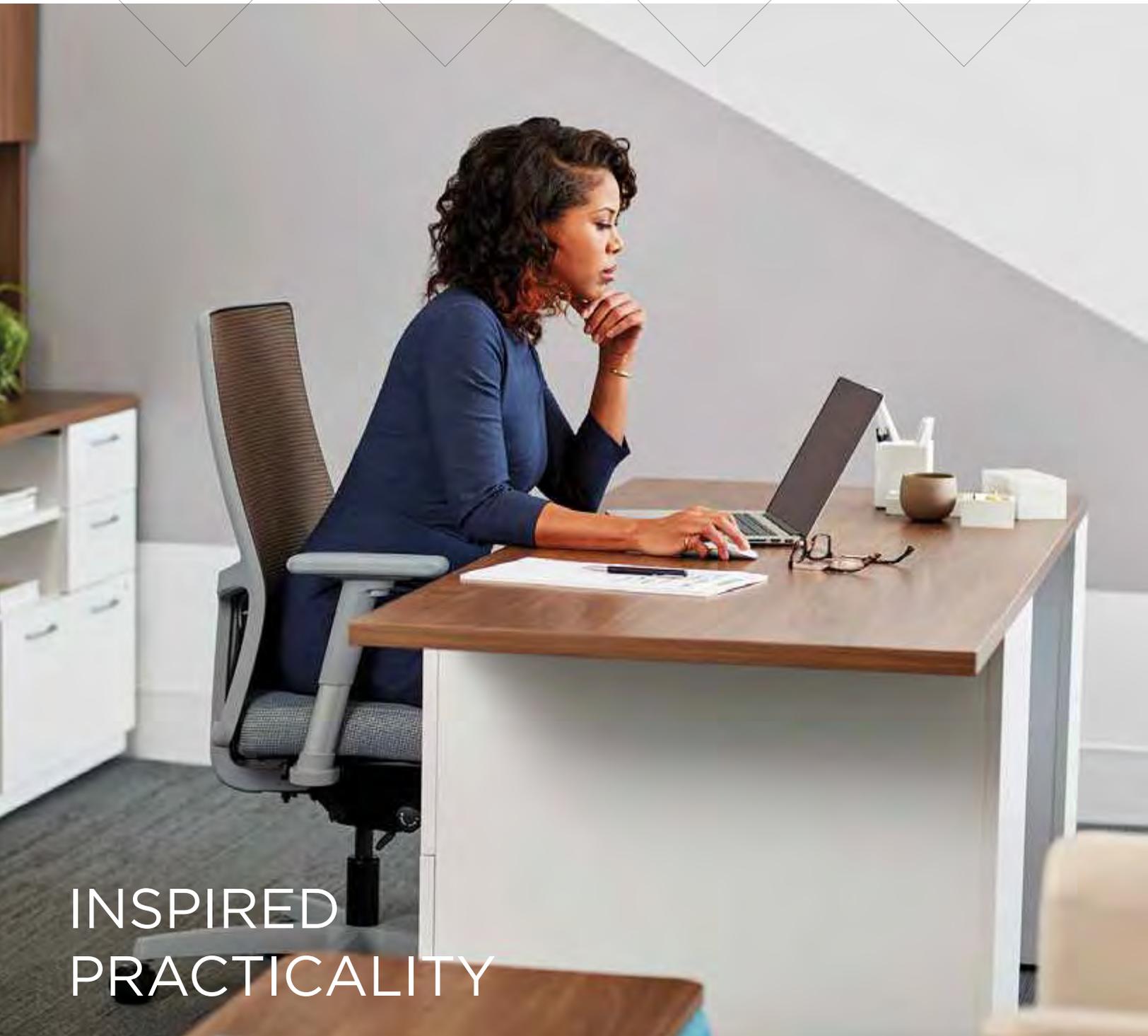
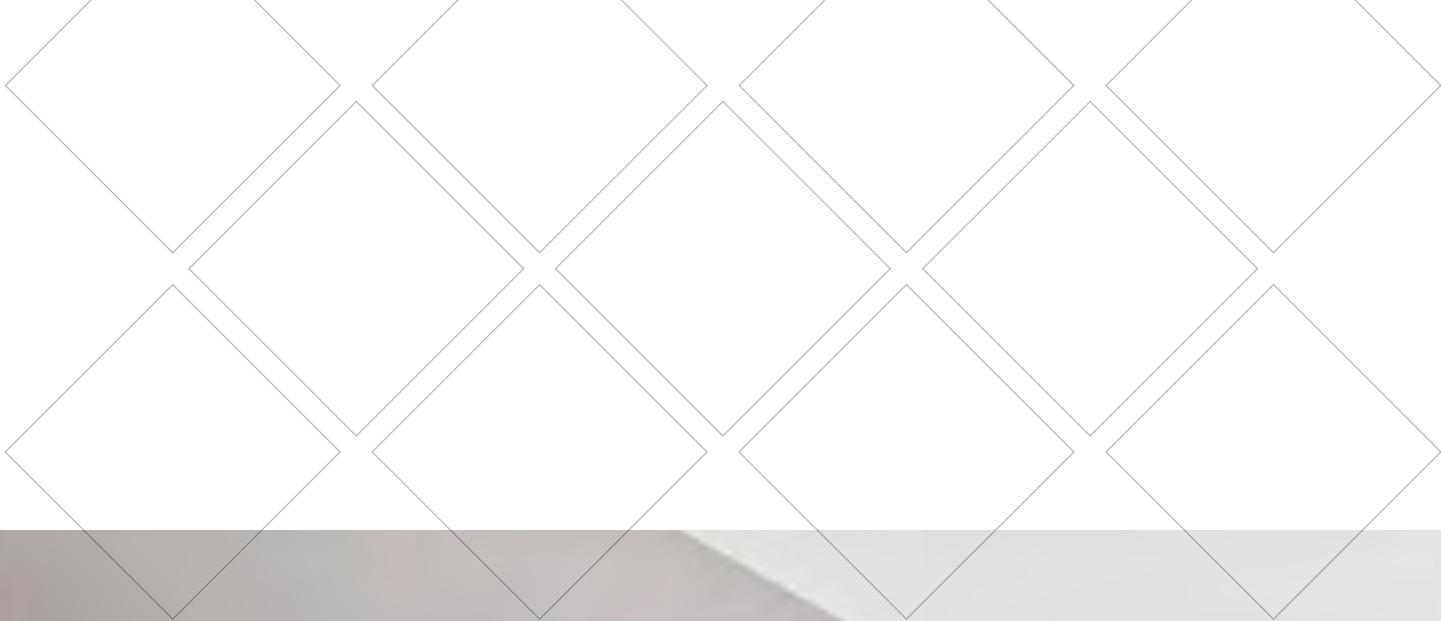
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HON

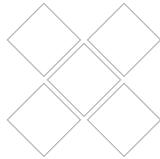
Corporate Responsibility



THINKING GREEN



INSPIRED PRACTICALITY



WE'RE HON.

Our office furniture is your trusty workplace sidekick. Whether the pressure is on, or the rest of the office is gone, we're right there with you. To help you work smarter, more comfortably and on your terms.

We didn't get to be the most recognized name in office furniture overnight. Since 1944, our members have helped doers like you achieve more everyday victories. The bold idea successfully sold to the tough manager happens in our chairs. The click of our file cabinet drawer signals another project well done. Cleaning off the top of our table, just to get it dirty again.

We believe the right office furniture makes you more productive and successful.



MADE IN
THE USA

BORN IN THE USA. MADE IN THE USA.

At the end of World War II, HON began designing and manufacturing products for the home and office in Muscatine, Iowa, the heartland of America. These practical solutions inspired productivity and helped workers everywhere chase the American dream. Nearly 75 years later, we remain committed to designing, engineering and assembling HON products right here in America. This gives us the chance to oversee every step of a product's life cycle, while also supporting a robust American workforce.

Why should you care about buying American? Besides the obvious benefit of helping workers and companies in our own country thrive, HON customers get confidence. Because we have direct oversight of every stage of product development, we know we're making durable products of the highest quality. This allows us to offer the strongest warranty in the industry, the HON Full Lifetime Warranty. A promise other furniture manufacturers aren't willing to make.



MADE IN THE
USA 

When you buy HON office furniture, you're not just buying inspired, practical solutions – you're buying quality, American-built furniture, backed by a lifetime warranty and a network of dealers.

USA 
DESIGNED, ENGINEERED
& ASSEMBLED IN THE USA

When you buy HON office furniture, you're not just buying inspired, practical solutions – you're buying quality, American designed, engineered and assembled furniture backed by a lifetime warranty and a network of dealers.

(TOP) Our material combinations allow you to express your company's brand and culture.

(BOTTOM) Welder assembles parts at a plant in Muscatine, Iowa.



FROM THE HEARTLAND.

At HON, we've been delivering inspired practicality since 1944, when we began re-purposing the scrap metal generated from our contract furniture business into card files. This evolved into the creation of one of the very first vertical file cabinets, a product HON practically invented and continues to improve upon to this day.



(TOP) The 2- and 4-drawer non-suspension files were introduced in 1952.

(BOTTOM) Kitchen recipe boxes were transformed into card files for the office by painting them green.



EVERY DAY IS AN OPPORTUNITY

At HON, we take pride in helping our customers create productive environments that leave a lasting impression. But often, the best impressions are the ones never seen. Our greatest impact is our ability to change the business world without changing the environment. By making a commitment to responsible design and manufacturing quality products, we exceed our customers' expectations while being good stewards of the earth. We work diligently to build a culture that encourages excellence, involvement, ongoing education, diversity and responsibility. We continually challenge ourselves to always do more. "HON Thinks Green" is more than a slogan, it's a promise.

WE LISTEN AND WE LEARN

HON employs Voice of the Customer (VOC) research to fully understand customer needs. Then, we design and manufacture products with consideration for the environmental impact. HON is committed to incorporating sustainable materials and manufacturing processes into new product designs. Our leadership team is continually challenged to improve every aspect of business through Rapid Continuous Improvement (RCI), which results in corporate-wide efficiency and a reduction in manufacturing waste.

2013 Industry of the Year Award

for HON's Cedartown manufacturing facility.

Fortune Magazine's list of

America's Most Admired Companies

in the furniture industry.

Fortune Magazine's list of

400 Best Big Companies

in America.

Industry Week Magazine's

50 Best Manufacturing Companies

in North America.

Ethisphere's Ethics Inside Certification

For Ethical Practices and Compliance Processes.

The Shingo Prize for

Excellence in Manufacturing.

Green is not just our favorite color; it has been our philosophy from the start and at the core of everything we do. HON is always innovating on behalf of planet Earth.





EVERY DAY WE INNOVATE

We closely examine every step in the product life cycle to uncover ways to minimize our footprint. This starts with designing and manufacturing products that incorporate recycled content. But it doesn't stop there.

Today, sustainable practices in business have become an intrinsic part of overall performance. As these practices evolve, so does the definition of sustainability. We believe sustainability is achieved through an appropriate balance of environmental stewardship, financial stability and community involvement.



COMOLD

Comold, compression molded seat and back components, made from 100% recovered wood fiber are used extensively in HON seating products. Using secondary wood material saves thousands of trees per year and diverts tons of waste from landfills. Comold exemplifies HON's "Lean Leads to Green" philosophy.

SOY-BASED FOAM

Soy-based foam is increasingly used in many of our most popular chairs. Soy foam promotes reduction in greenhouse gas emissions. The quality and durability of soy foam is comparable to traditional petroleum-based upholstery foams.

RECYCLED COUNTERWEIGHT

HON converts waste material from a local steel plant called mill scale into counterweights, instead of using large amounts of heavy steel plate. This helps minimize the environmental effects of our manufacturing processes and the carbon footprint of our products.

PAINT RECLAMATION

The HON Company's waste-reduction efforts extend to the paint we use on our products. Our wet paint finishes are applied in a special chamber that continuously collects any excess paint particles. This collected paint is then mixed back in and used on components in our production.

FABRIC RECYCLING

The HON Company minimizes fabric waste by using precise, computer-guided cutting machines. However, some fabric scraps are inevitable. We collect our scrap fabric and turn it over to a company that shreds it for use in "shoddy" - a fibrous material predominantly used in the automotive industry. We recycle bales of fabric scraps - keeping tons of fabric waste out of landfills every year.

PACKAGING INNOVATIONS

For years, The HON Company has been working to reduce the amount of packing material delivered to our customer sites. Our Bulk Packing, Multi-Pack and ComPack options consume fewer raw materials, reduce the carbon footprint for shipping, and decrease the amount of shipping material our customers must recycle or send to landfills.

Hamilton fabric is 100% polyester with 62% rPET content.

13 recycled bottles are used in every yard of Hamilton fabric!

Our plants recycled a total of

493,824 pounds of fabric in 2017.



EVERY DAY WE MAKE A SMALLER IMPACT

We take our responsibility to the Earth seriously and are committed to sustainable business practices. Our performance in meeting our environmental goals - related to energy efficiency, greenhouse gas (GHG) emissions, water intake, and waste to landfills demonstrates our commitment to reduce our environmental footprint. We believe that implementing cost-effective, more sustainable solutions is a powerful and ongoing source of business value.

PRODUCT RESPONSIBILITY

HON product development incorporates Design for the Environment (DfE) processes to ensure that products provide long, reliable service. Materials are chosen to reduce impact and be recyclable when the product reaches the end of its useful life. Links to Disassembly Instructions are provided with each product group.

INDOOR AIR QUALITY

The majority of HON products are certified to the ANSI/BIFMA Furniture Emissions Standard. Links to Indoor Air Quality certificates are provided with each product group.

level® ANSI/BIFMA e3 FURNITURE SUSTAINABILITY STANDARD

More than 90% of HON products have achieved level certification based on the ANSI/BIFMA e3 Sustainable Furniture Standard. The HON Company has 66 product lines that have achieved level 2 certification and 2 product lines that have achieved level 3 certification. level provides measurable, market-based definitions of progressively more sustainable furniture by establishing criteria that address social and environmental aspects throughout the supply chain. Links to level certificates are provided with each product group.

U.S. GREEN BUILDING COUNCIL

HON is a Silver Member of the U.S. Green Building Council, committed to a sustainable, prosperous future through LEED, the leading program for green buildings and communities worldwide. LEED, or Leadership in Energy and Environmental Design, is the most widely used green building rating system in the world. Available for virtually all building, community and home project types, LEED provides a framework to create healthy, highly efficient and cost-saving green buildings. LEED certification is a globally recognized symbol of sustainable achievement.



LEAN LEADS TO GREEN

Eliminating Waste in Every Form Lean is doing more with less, minimizing waste in all of its forms and ensuring maximum efficiency in everything we do. Lean provides HON customers with superior value with less complexity from a supplier who understands your needs.



LEAN DESIGN

HON products are designed to work the way you do. Materials are carefully chosen to reduce environmental impacts. The manufacturing methods we use allow our products to be disassembled for recycling when they reach the end of their useful life.

LEAN MANUFACTURING

HON manufacturing systems maximize the use of raw materials and ensure efficient use of natural resources to reduce our environmental footprint and yours. We choose materials carefully to ensure minimum indoor air emissions and maximize your ability to return materials to the resource stream once they have served their intended purpose.

LEAN FACILITIES

Rigorous conservation and efficiency programs minimize the use of natural resources and reduce greenhouse gas emissions. All of our factories' manufacturing processes and transportation systems have programs in place to continuously reduce energy consumption.

❖ A HISTORY OF FIRSTS

In 2006, HON became the world's **first office furniture manufacturer** to have products certified by the Indoor Advantage™ program. HON was also among the first manufacturers to receive certification for products under the 2008 level™ certification program, which ensures compliance with the BIFMA e3 Sustainability Standard.

READY TO SERVE.

When you choose HON furniture for your organization, you're investing in a company whose members are empowered to serve. HON supports member volunteer efforts and provides charitable contributions so that members can actively participate in the civic, cultural, environmental and governmental affairs of our society.





EVERY DAY IS AN OPPORTUNITY TO GIVE BACK

We know that when we do what is right to serve our customers, members and society, we create a business that is sustainable economically, environmentally and socially. For more than 60 years, service and volunteerism have been essential characteristics that sustain the well-being of the communities in which our members live and work. HON members foster a culture of shared responsibility to give back to the communities in which we work and live.

Examples of our efforts include Junior Achievement classroom mentoring programs, fundraising efforts such as The HON Members Relations Fund, Jeans Day and the Bowl-A-Thon, and volunteering for Habitat for Humanity projects.

CITY OF HOPE

Between 2002 and 2017, HON raised more than \$5.2 million for the City of Hope, a global leader in the fight against cancer, diabetes, HIV/AIDS and other life-threatening diseases.

UNITED WAY

Our support of the annual United Way Day of Caring in Muscatine, Iowa regularly sets participation records. A majority of HON members contribute a portion of their earnings through our United Way campaign.

EMPOWERED TO SERVE

HON members serve on boards of directors or advisory boards for numerous organizations including the United Way, City of Hope, Habitat for Humanity, Big Brothers/Big Sisters and area chambers of commerce.

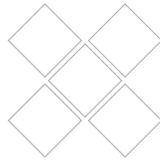


GIVING BACK

Events like the Muscatine Charity Bass Tournament and City of Hope Golf Outing have raised more than **\$5.2 million for City of Hope.**

In 2017, HON presented City of Hope with a check for **\$650,000** - the largest contribution that we have made to City of Hope!

In total, member Jeans Days at HON HQ raised \$13,644 in 2017 for local organizations. This amount was matched by the HNI Charitable Foundation for a total of **\$27,288.**



EVERY DAY WE EMBRACE EVERYONE

Working to become an inclusive community is both the right thing to do and a business imperative that directly affects our ability to grow as a company. HON is nationally recognized for dealing fairly and respectfully with customers, suppliers, fellow members, and shareholders. This tradition is tested in each business transaction we carry out. Our culture of collective integrity depends upon treating others with fairness and respect, as well as being open, honest and trustworthy. Because we believe those are the driving forces that produce profit, financial strength, growth products, customer-friendly services, job satisfaction and community responsibility.

At HON, we understand our most valuable asset is our people. That's why we do not have employees, we have members and each member is key to our success. A few of the ways we support our members are through continued training, wellness initiatives and inclusiveness programs.





TRAINING

HON is of the mindset that continual training drives continual improvement. Since continual improvement is central to every HON operation, our corporate and advocacy training programs have been designed to support and enhance each member. The more capable and qualified our members are, the better our company performs. HON not only encourages members to take part in our internal training programs, but also to seek education outside our organization with our Tuition Reimbursement Program.

WELL-BEING

Placing members' health and safety among our highest priorities is consistent with the HON value of respecting everyone. Most chronic diseases are associated with lifestyle practices. We promote the wellness of our members through medical-care plans and services, and programs to encourage healthier lifestyles and physical, mental, and emotional well-being. We want our members to be healthy and productive for the work they do at HON and in their lives outside of the workplace.



DIVERSITY

Embracing diversity is at the core of our value of respecting everyone. We believe diversity fosters creativity and innovation, and this combination leads to continued business success. Without diverse ideas, we simply cannot lead in a rapidly changing environment. We partner with advocacy groups, professional societies, community organizations and others to help embrace the needs of the community. Our diversity commitment extends through every facet of our business, from the members we hire, to the supply chain we partner with. We consistently work to further embed diversity within our culture by integrating measures of fairness and equality into every aspect of our business.



COMMITTED TO SAFETY

HON is committed to the **highest standards of safety.**

Our goal is to establish a culture where there is a consistent and ongoing identification and correction of hazards.



HON.

EVERY DAY WE GROW.

At HON, we take our responsibility to the earth seriously. We take advantage of every step in the product life cycle to minimize our environmental footprint. It starts with designing and manufacturing products that incorporate recycled content whenever possible. We have also significantly reduced the amount of packaging and waste involved in the transportation and installation of our products. It doesn't begin and end with us. We work with our suppliers, dealers and our customers to continually identify areas for environmental improvement. At HON, environmental stewardship is not a new idea, it's at the core of everything we do.

The HON Company
200 Oak Street, Muscatine, IA 52761
800.833.3964 | hon.com

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To view the registered and unregistered trademarks owned and used by The HON Company, visit hon.com/protected-marks. Models, upholstery and finishes are subject to change without notice.





Environmental

The following documents are various OFS Environmental Certifications from SCS Global

ofs.com

1204 East Sixth Street
Huntingburg, IN 47542
800.521.5381

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

LEVEL® 1

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard



Registration # SCS-SCF-03668

Valid from: July 24, 2019 to July 31, 2022



SCSglobal
SERVICES

A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

OFS

Certification: Registration # SCS-SCF-03668 | Valid from: July 24, 2019 to July 31, 2022

Addendum **LEVEL® 1**

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Products:

Seating:

Carolina:

Guest/Multiple/Bariatric: Hug, Interlude, Lado, Lynx+, Lynx+ Stool, Maren, Modern Amenity, Orchestra, Quickstacker, Quickstacker Stool, Rein+ Guest, Rule of Three, Serony, Silvr Ion Metal, Silvr Ion Wood, Ten, Ten Stool, Voyage

Lounge/Modular: Basil, Boost+, Borough, Elani, Elani Bench, Embrace, Evergreen, Hide, Interlude, Modern Amenity Lounge, Neom, Orchestra, Rein+ Lounge, Retrospect Lounge, Rule of Three, Seek, Serony, Serony Behavioral Health, Serony Ottoman, Silvr Ion Metal, Silvr Ion Wood, Voyage, Y60.G2 Lounge

Patient: Exam Stool, Hug, Interlude, Lynx+ Easy Access, Modern Amenity, Modern Amenity Hip, Orchestra, Patient Ottoman, Rein+ Patient, Rule of Three, Saven Rocker, Serony, Serony Easy Access, Silvr Ion Metal, Silvr Ion Wood, Voyage

Recliner: Amenity, Amenity Treatment, Amico, Coronado Recliner, Lasata, Modern Amenity, Orchestra, Orchestra Mini, Orchestra Treatment, Voyage, Voyage Treatment

Certification Addendum

OFS

Certification: Registration # SCS-SCF-03668 | Valid from: July 24, 2019 to July 31, 2022

Addendum **LEVEL® 1**

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Products: **Sleepover:** Amico Sleepover, Coronado Sleepover, Retrospect Sleepover, Retrospect Side Sleepover, Reverie Sleepover, Whisper Sleepover

Task: Quickstacker Task, Ten Task

OFS:

Executive Swivels: Arise, Bellino, Cinque Swivel, CS2, Flexxy Swivel, Kasura, Madrid, Mingle, Pur, Sleek Swivel

Guest: Acen, Airus, Balance, Bistro, Bistro Wood, Bistro Stool, Blues, Blues Stool, Brio, Caprice, Caprice Stool, Chatham, Cinque Side, Collier, Como, Cromwell, Elide, Elide Stool, Fiori, Flexxy Guest, Genus, HB, Harpin, Heidi Stools, Intu, Kasura, Linear Side, Linear Stool, Madrid, Mingle, Modello, Modello Stool, Murano, Murano Stool, Mystique, Prague, Rein, Rhyme & Reason, Shimmer, Tiffany Stool, Veneto, Veneto Stool, Yelly

Lounge: Banda, Blues, Boost, Coact Lounge, Cosima, Cubic, Dess, Elide, Heya, Hinchada, Kasura, Langston, LeanTo, Lona, Madrid Lounge, Mention Lounge, Qove Lounge, Realm, Rowen Lounge, Skara Lounge, Tangent, Throw Pillows

Certification Addendum

OFS

Certification: Registration # SCS-SCF-03668 | Valid from: July 24, 2019 to July 31, 2022

Addendum **LEVEL® 1**

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Products: **OFS Continued:**

Task: Airus, Bolero, Emme, Genus, HB, InSync, Kadet, Modela, Pret, Repose, Revel, Sladr Task, Team Up, Zonal Task

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

Casegoods:

Carolina: Logique Laminate, Logique Veneer, Mile Marker, Senso Laminate, Senso Veneer, Theater Laminate, Theater Veneer

OFS: Aptos, Beck, Cambria Laminate, Cambria Veneer, Classic, Element Reception Line, Executive I, Impulse G2, Hitch, Intermix Storage, Launch Storage, Layer Education, Meeting Room Storage, Pind, Praxis, Pulse, Quest Laminate, Quest Veneer, Roo Accessories, Rowen, Slate, Staks Laminate, Staks Veneer, The Edge, Vegas

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

LEVEL® 2

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Registration # SCS-SCF-03213

Valid from: July 24, 2019 to July 31, 2022



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA



SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

Systems:

OFS: Agile, Aptos Benching, Eleven Wood Workspace, Eleven Workspace, Obeya, Range Benching, RE:, Slate, STAKS Benching, STAKS Laminate, STAKS Veneer, The Edge



The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

LEVEL® 2

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Registration # SCS-SCF-03386

Valid from: July 24, 2019 to August 1, 2022



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA



SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

LEVEL[®] 2

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard



Registration # SCS-SCF-03212

Valid from: July 24, 2019 to July 31, 2022



SCSglobal
SERVICES

A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Certification Addendum

OFS

Certification: Registration # SCS-SCF-03212 | Valid from: July 24, 2019 to July 31, 2022

Addendum **LEVEL® 2**

Conforms to ANSI/BIFMA e3-2014e Furniture Sustainability Standard

Products: **Tables:**

Carolina:

Occasional: Basket, Cascade Table, Embrace, Ice, Modern Amenity, O, Overbed Tables, Rein+ Table, Reservoir, Retrospect, Silvr Ion Metal, Silvr Ion Wood, Stray, X

OFS:

Conference/Training Tables: Applause Training (TFL Laminate), Applause Training (Wood or HPL), Eleven Tables, Eleven Wood Tables, Heya Worksurfaces, Intermix Laminate, Intermix Veneer, Kintra, Launch Conference Product Line, Meeting Room (Conference), Riff Tables, Sebree Training

Occasional: Beck Tables, Bendz, Bistro Table, Coact Table, Denro Tables, Kosa, Langston Drum, Linear, Lotiv, Madrid, Maive, Nineteen20, Oasis, Roo, Spun 5560, Wyre

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom parameters².

¹ Modeled as Individual Furniture Components

² Modeled as Pupil Desks

Registration # SCS-IAQ-03492

Valid from: February 10, 2019 to February 9, 2020



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

The logo for SCS Global Services, with "SCS" in a large, bold, green font, "global" in a smaller, bold, black font, and "SERVICES" in a smaller, all-caps, black font below it.

Certification Addendum

OFS

Certification: Registration # SCS-IAQ-03492 | Valid from: February 10, 2019 to February 9, 2020

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters ¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom parameters ².

¹ Modeled as Individual Furniture Components

² Modeled as Pupil Desks

Products: **Casegoods/Tables:**

OFS: Applause Laminate, Applause Veneer, Aptos, Beck Casegoods, Beck Tables, Bendz, Bistro Table, Cambria Laminate, Cambria Veneer, Classic, Coact Table, Denro Tables, Element, Eleven Wood Tables, Eleven Tables, Executive I, Heya Worksurface & Base, Hitch, Impulse G2, Intermix Laminate, Intermix Storage, Intermix Veneer, Kintra, Kosa Tables, Langston Drum, Launch Storage, Launch Tables, Layer Education, Linear Table, Lotiv Tables, Madrid Table, Maive Tables (*Added: July 10, 2019*), Meeting Room Storage, Meeting Room Tables, Nineteen20 (*Added: July 10, 2019*), Oasis, Pind, Praxis, Pulse, Quest Laminate, Quest Veneer, Riff Tables, Roo Accessories (*Added: July 10, 2019*), Roo Tables, Rowen (*Added: July 10, 2019*), Sebree, Slate Private Office, Spun 5560, Staks Laminate, Staks Veneer, The Edge, Vegas, Wyre Tables

CAROLINA: Basket Table, Cascade Table, Embrace Table, Ice Table, Logique-Laminate, Logique-Veneer, Mile Marker, Modern Amenity, O Table, Overbed Table, Rein+ Table, Reservoir Tables (*Added: July 10, 2019*), Retrospect Table, Senso Laminate, Senso Veneer, Silvr Ion Metal Table, Silvr Ion Wood Table, Stray Mobile Table, Theater Laminate, Theater Veneer, X Table

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 1350) v1.2-2017 for the open plan for seating¹ and school classroom² parameters.

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Registration # SCS-IAQ-03491

Valid from: February 10, 2019 to February 9, 2020



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

The logo consists of the letters "SCS" in a large, bold, green font, followed by the word "global" in a smaller, black, lowercase font, and "SERVICES" in a very small, black, uppercase font below it.

Certification Addendum

OFS

Certification: Registration # SCS-IAQ-03491 | Valid from: February 10, 2019 to February 9, 2020

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 1350) v1.2-2017 for the open plan for seating¹ and school classroom² parameters.

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Products: **Seating:**

OFS: Arise Swivel, Bellino Swivel, Cinque Swivel, CS2 Swivel, Flexxy Swivel, Kasura Swivel (*Added: July 10, 2019*), Madrid Swivel, Mingle Swivel, Pur Swivel, Sleek Swivel, Airus Task, Bolero, Emme, Genus, HB, InSync, Kadet, Modela, Pret Task, Repose, Revel, Sladr Task, Team Up, Zonal Task, Acen Guest/Nesting, Airus Guest/Multi Use, Balance Guest, Bistro Guest, Bistro Wood Guest, Blues Guest, Brio Guest, Caprice Guest, Chatham, Cinque Guest, Collier Guest, Como Guest, Cromwell Guest, Elide Guest, Evergreen Lounge, Fiori Guest, Flexxy Guest/Stacking/Training, Genus Guest, HB Guest, Harpin Multi-Use, Intu Guest, Kasura Guest/Multi-Use (*Added: July 10, 2019*), Linear Guest, Madrid Guest, Mingle Guest, Modello Guest, Murano Guest, Mystique Guest, Prague Guest, Rein Guest, Rhyme & Reason Guest, Shimmer, Veneto Guest, Yelly Guest/Multi-Use (*Added: July 10, 2019*), Banda Lounge/Modular, Blues Lounge, Boost Lounge, Coact Lounge, Cosima Lounge (*Added: July 10, 2019*), Cubic Lounge, Dess Lounge, Elide Lounge, Heya Lounge, Hinchada Lounge/Modular, Kasura Lounge (*Added: July 10, 2019*), Langston Lounge, (*Added: July 10, 2019*), Lona Lounge, Madrid Lounge, Mention Lounge, Qove Lounge, Realm Lounge, Rowen Lounge,

Certification Addendum

OFS

Certification: Registration # SCS-IAQ-03491 | Valid from: February 10, 2019 to February 9, 2020

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 1350) v1.2-2017 for the open plan for seating¹ and school classroom² parameters.

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Products: **OFS Continued:**

Skara Lounge, Tangent Lounge/Modular, Bistro Stool, Blues Stool, Caprice Stool, Elide Stool, Heidi Stools, Linear Stool, Modello Stool, Murano Stool, Tiffany Stool, Veneto Stool, Throw Pillows

CAROLINA: Basil Lounge/Modular, Boost+ Lounge, Borough Lounge, Elani Lounge, Elani Bench, Embrace Lounge, Evergreen Lounge, Hide Lounge, Interlude Lounge, Modern Amenity Lounge, Neom Lounge/Modular, Orchestra Lounge, Rein+ Lounge, Retrospect Lounge/Modular, Rule of Three Lounge, Seek Lounge, Serony Lounge, Serony Ottoman, Silvr Ion Metal Lounge, Silvr Ion Wood Lounge, Voyage Lounge, Y60.G2 Lounge, Hug Guest/Multiple/Bariatric, Interlude Guest/Multiple/Bariatric, Lado Guest/Multi Use, Lynx+ Guest/Multiple/Bariatric, Maren Guest/Multi-Use, Modern Amenity Guest/Multiple/Bariatric, Orchestra Guest/Multiple/Bariatric, Quickstacker Guest/Multi Use, Rein+ Guest/Multiple/Bariatric, Rule of Three Guest/Multiple/Bariatric, Serony Guest/Multiple/Bariatric, Silvr Ion Metal Guest/Multiple/Bariatric, Silvr Ion Wood Guest/Multiple/Bariatric, Ten Guest/Multi Use, Voyage Guest/Multiple/Bariatric, Hug Patient, Interlude Patient,

Certification Addendum

OFS

Certification: Registration # SCS-IAQ-03491 | Valid from: February 10, 2019 to February 9, 2020

Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 1350) v1.2-2017 for the open plan for seating¹ and school classroom² parameters.

¹ Modeled as Office Seating

² Modeled as Pupil Seating

Products: **CAROLINA Continued:**

Modern Amenity Patient, Modern Amenity Hip Chair, Rein+ Patient, Serony Patient, Serony Easy Access, Lynx+ Easy Access, Rule of Three Patient, Orchestra Patient, Silvr Ion Wood Patient, Silvr Ion Metal Patient, Voyage Patient, Patient Ottoman, Serony Behavioral Health, Amenity Treatment Recliner/Bariatric Recliner, Amenity Recliner, Amico Recliner, Coronado Recliner, Modern Amenity Recliner, Lasata Recliner, Orchestra Recliner, Orchestra Mini-Recliner, Orchestra Treatment Recliner, Voyage Recliner, Voyage Treatment Recliner, Saven Rocker, Amico Sleepover, Coronado Sleepover, Retrospect Sleepover, Retrospect Side Sleepover, Reverie Sleepover, Whisper Sleepover, Exam Stool, Lynx+ Stool, Quickstacker Stool, Ten Stool, Quickstacker Task, Ten Task

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

OFS

1204 East 6th Street, Huntingburg, IN, United States

For the following product(s):

Systems:

OFS: Agile, Aptos Benching, Eleven Workspace, Eleven Wood Workspace, Obeya *(Added: July 10, 2019)*, Range Benching, RE:, Slate, Staks Benching, Staks Laminate, Staks Veneer, The Edge

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan parameters.

¹ Modeled as a Workstation System

Registration # SCS-IAQ-03525

Valid from: February 10, 2019 to February 9, 2020



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President
SCS Global Services
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Sauder Education



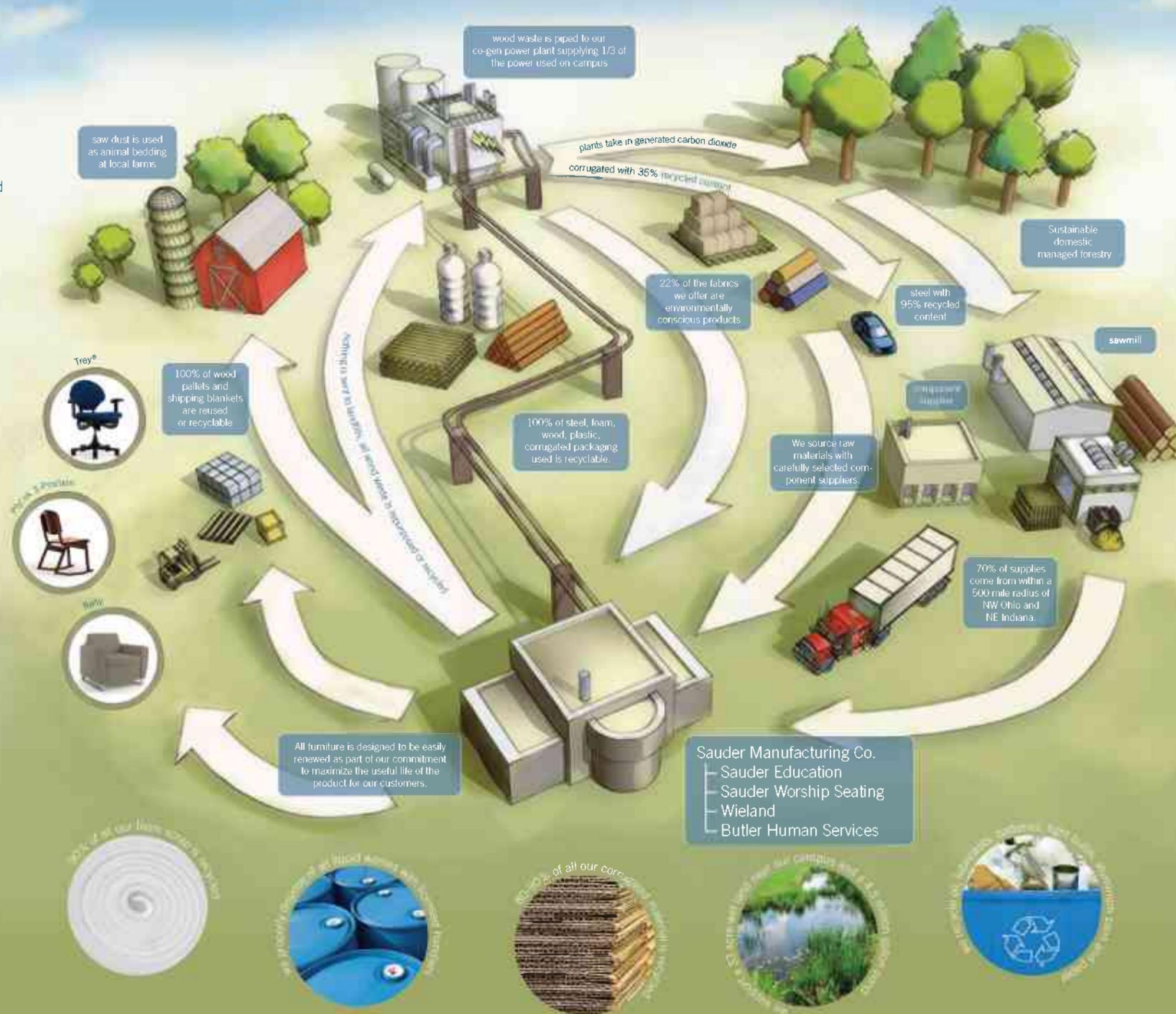
A Design for Sustainability

The Sauder Manufacturing Co.® Sustainability Design includes responsible resourcing, continued recycling and enhancing of existing internal processes.

Our policy starts with a commitment called stewardship, and it means we actively seek to conserve, recycle and act with respect toward the environment. We'll go beyond the basics required, striving for sustainability of the environment from the sourcing of raw materials, to recycling and to adapting our internal processes and procedures.

Compliance with the latest environmental laws and regulation is a natural by-product of our long-term commitment to our customers, neighbors and ourselves.

All 4 of our brands, Sauder Education® Wieland, Sauder Worship Seating®, and Butler Human Services® are recycling and sourcing renewable materials as an integral part of our process.



Based in Northwest Ohio, Northeast Indiana and Virginia, we've grown to house four manufacturing and warehousing complexes but primarily we've been building a company culture of caring for nature, the environment, our home communities and employees.

We continue to track the swiftly evolving landscape of environmental certifications to ensure Sauder Manufacturing Co. retains or exceeds the certifications most relevant to our industry and our customers.

Sauder Manufacturing Co. products are GREENGUARD Certified. Working towards BIFMA e3 furniture sustainability.



930 West Barre Road
Archbold Ohio 43502
saudermfg.com

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ED01930710 5/2018

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

SurfaceWorks

7821 S. 10th Street, Oak Creek, WI, United States

For the following product(s):

Tables (assembled with the listed material options):

Surface Materials: High Pressure Laminate, Linoleum

Substrate: NAF Medium Density Fiberboard, NAUF Particleboard

Edging: ABS, PVC, Urethane, Post Form, Laminate Self Edge, Wood, PK4

Backer: Phenolic, Polyback

Table Bases: Metal

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e3-2019 (Credits 7.6.1) for the private office and (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan parameters¹.

¹ Modeled as Individual Furniture Components

Registration # SCS-IAQ-02071

Valid from: July 1, 2020 to June 30, 2021



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President

SCS Global Services

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

SurfaceWorks

7821 S. 10th Street, Oak Creek, WI, United States

For the following product(s):

Tables (assembled with the listed material options):

Surface Materials: High Pressure Laminate, Linoleum

Substrate: NAF Particleboard, NAUF Particleboard, ULEF Particleboard

Edging: ABS, PVC, Urethane, Laminate Post Form, Laminate Self Edge, Wood

Backer: Phenolic, Polyback

Table Bases: Metal

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters¹. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan parameters₁.

¹Modeled as Individual Furniture Components

Registration # SCS-IAQ-02194

Valid from: July 1, 2020 to June 30, 2021



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Vice President

SCS Global Services

2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA



SAMPLES OF INNOVATIVE CLASSROOMS

July 20, 2020

THE MODERN CLASSROOM

What is the 21st Century Classroom?

"Students are working with their hands, creating models of potential solutions, iterating prototypes, testing outcomes ... and sharing a stake in their learning."



FLIPPED
LEARNING

MAKER SPACES



PROJECT BASED

BLENDED

STEAM
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ELEMENTARY SCHOOLS



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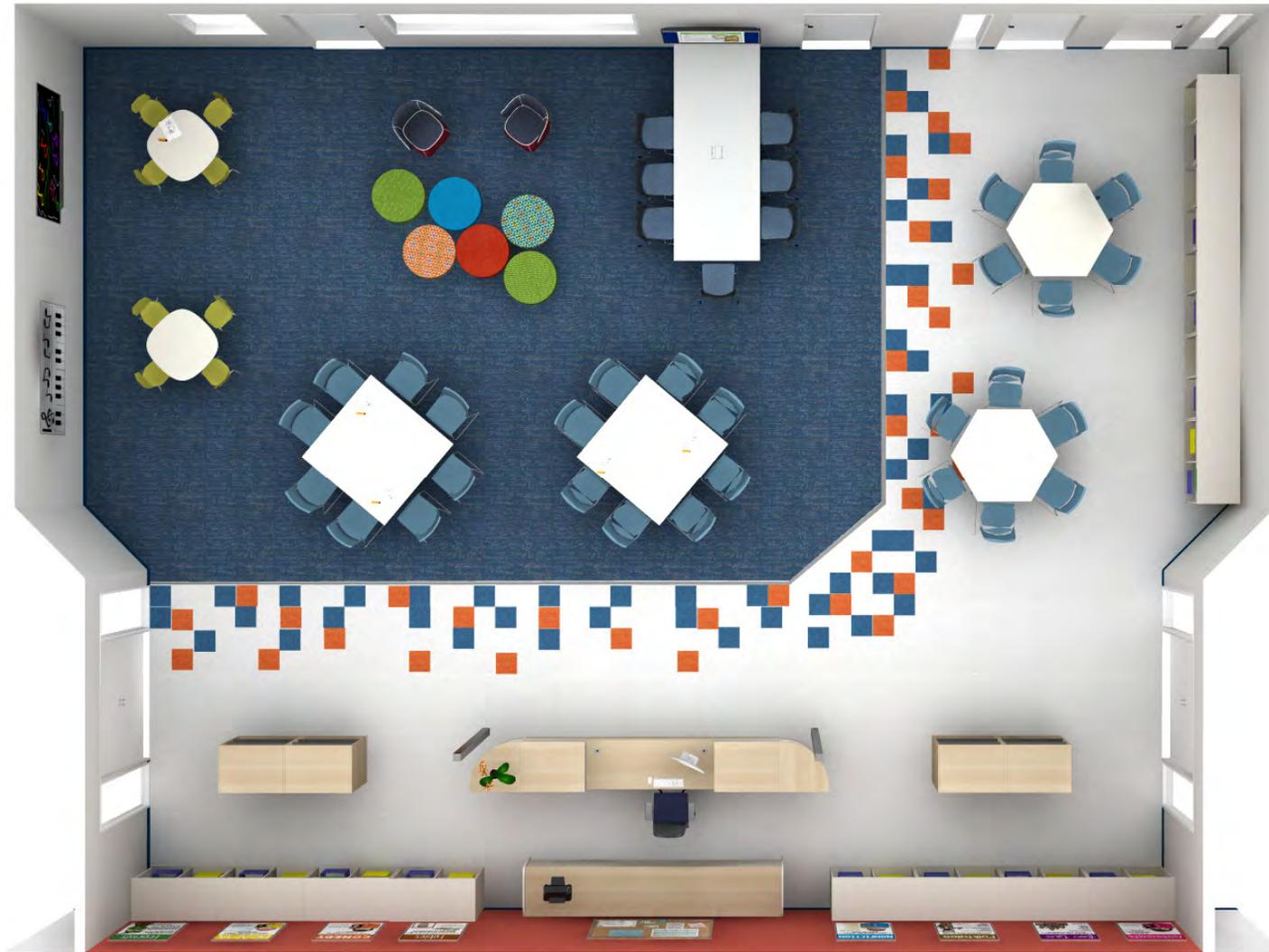
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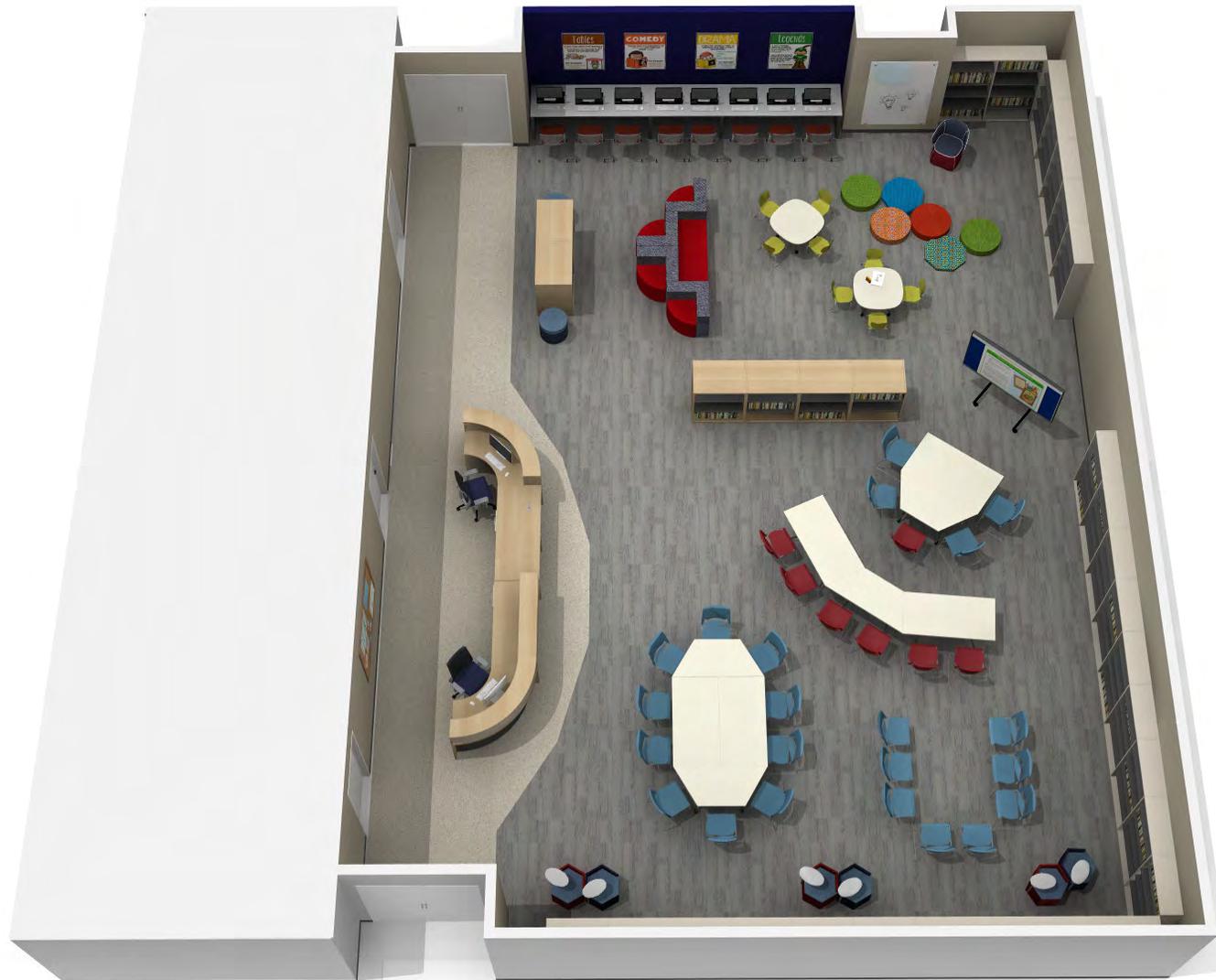
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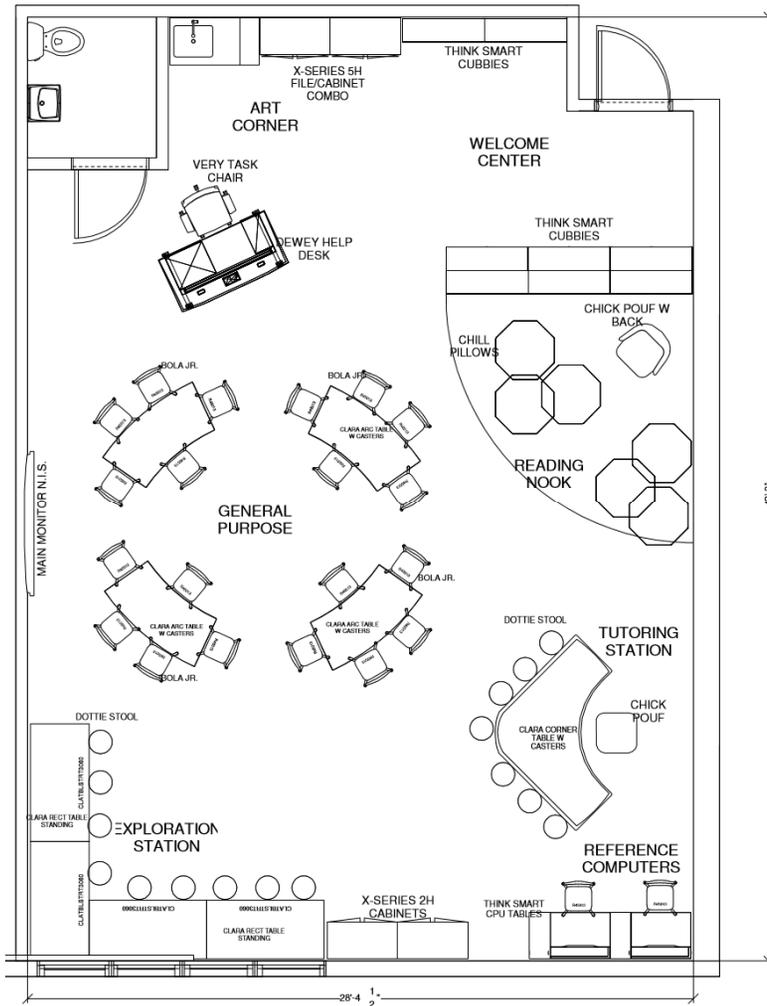
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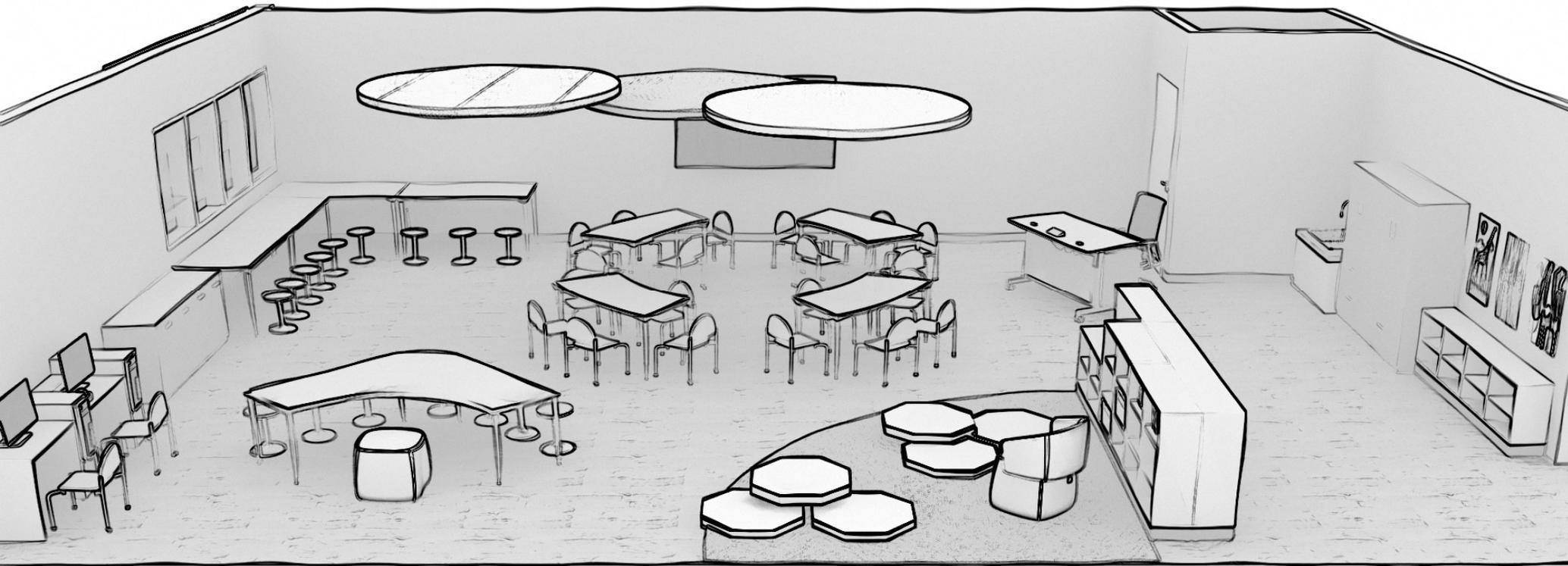
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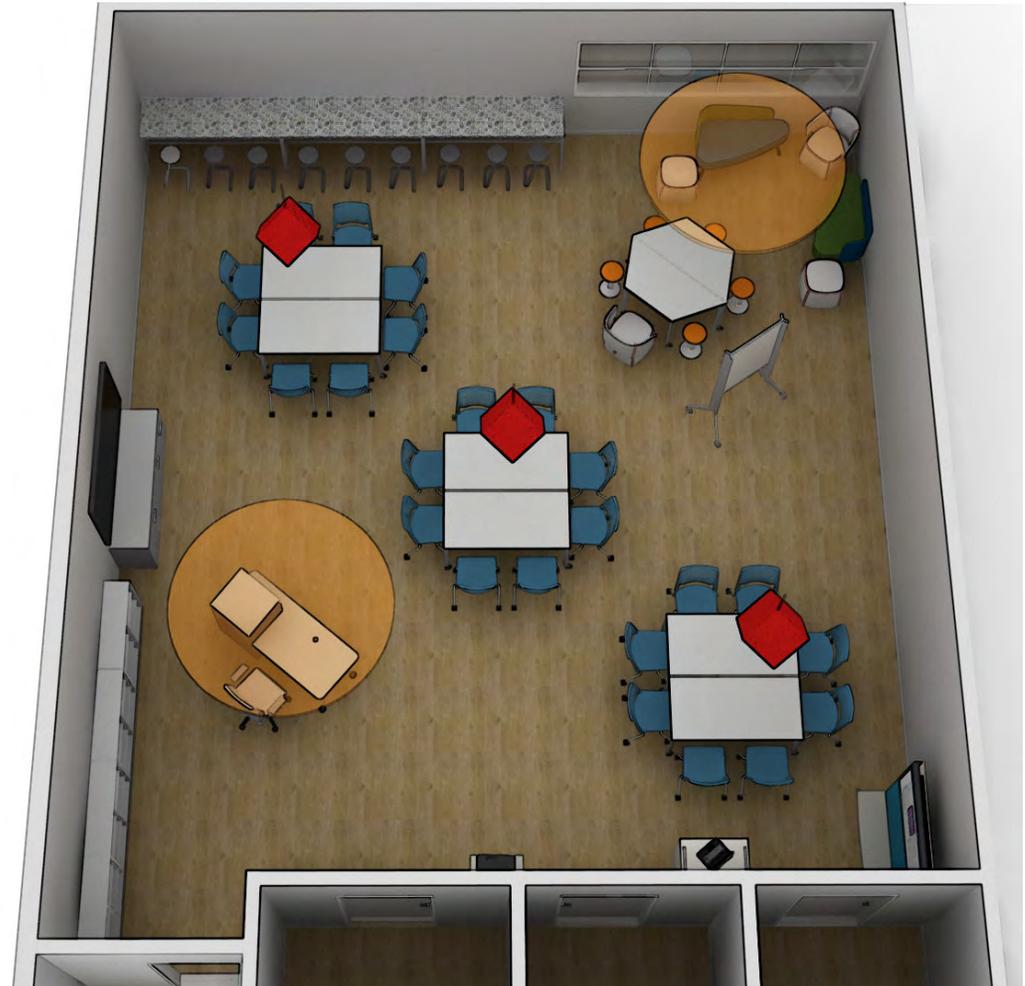
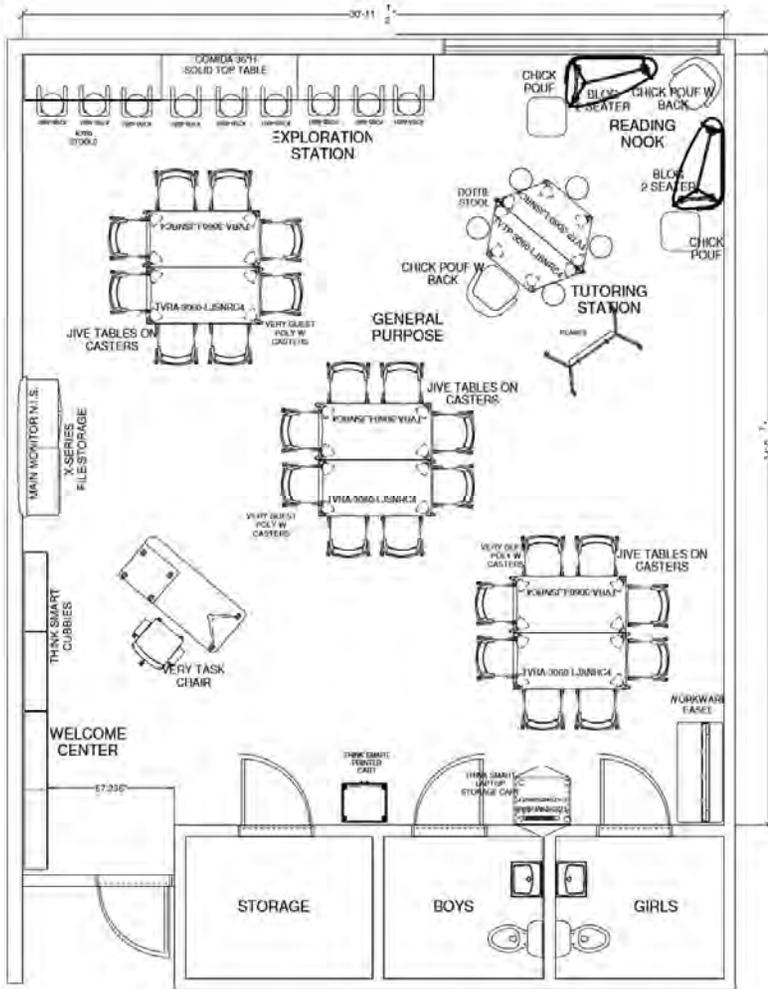
CLASSROOMS



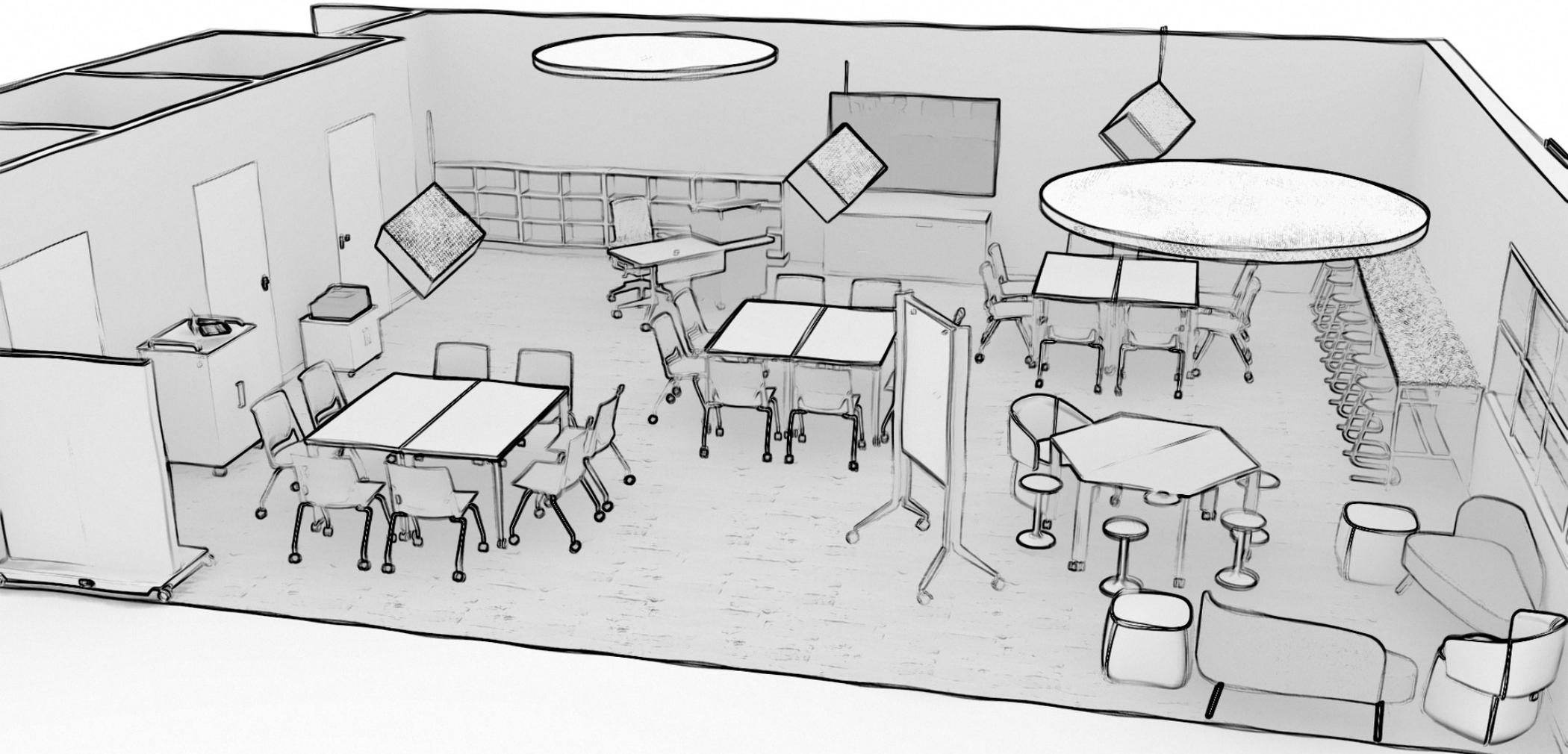
CLASSROOMS



CLASSROOMS



CLASSROOMS





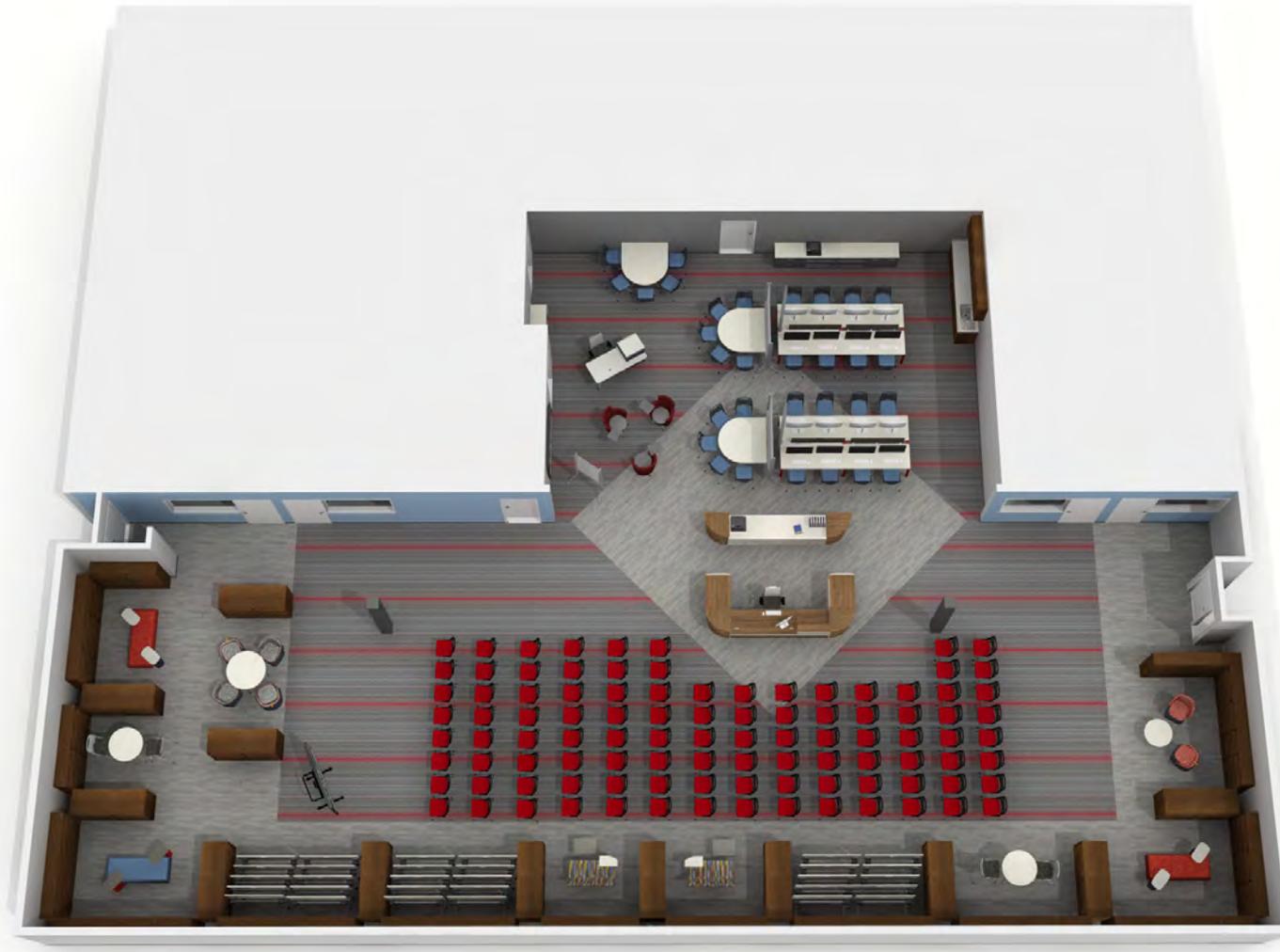
MIDDLE SCHOOLS



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



MEDIA CENTER



CLASSROOMS



CLASSROOMS



CLASSROOMS



COLLABORATION HUBS



COLLABORATION HUBS



COLLABORATION HUBS



HIGH SCHOOLS



MEDIA CENTER



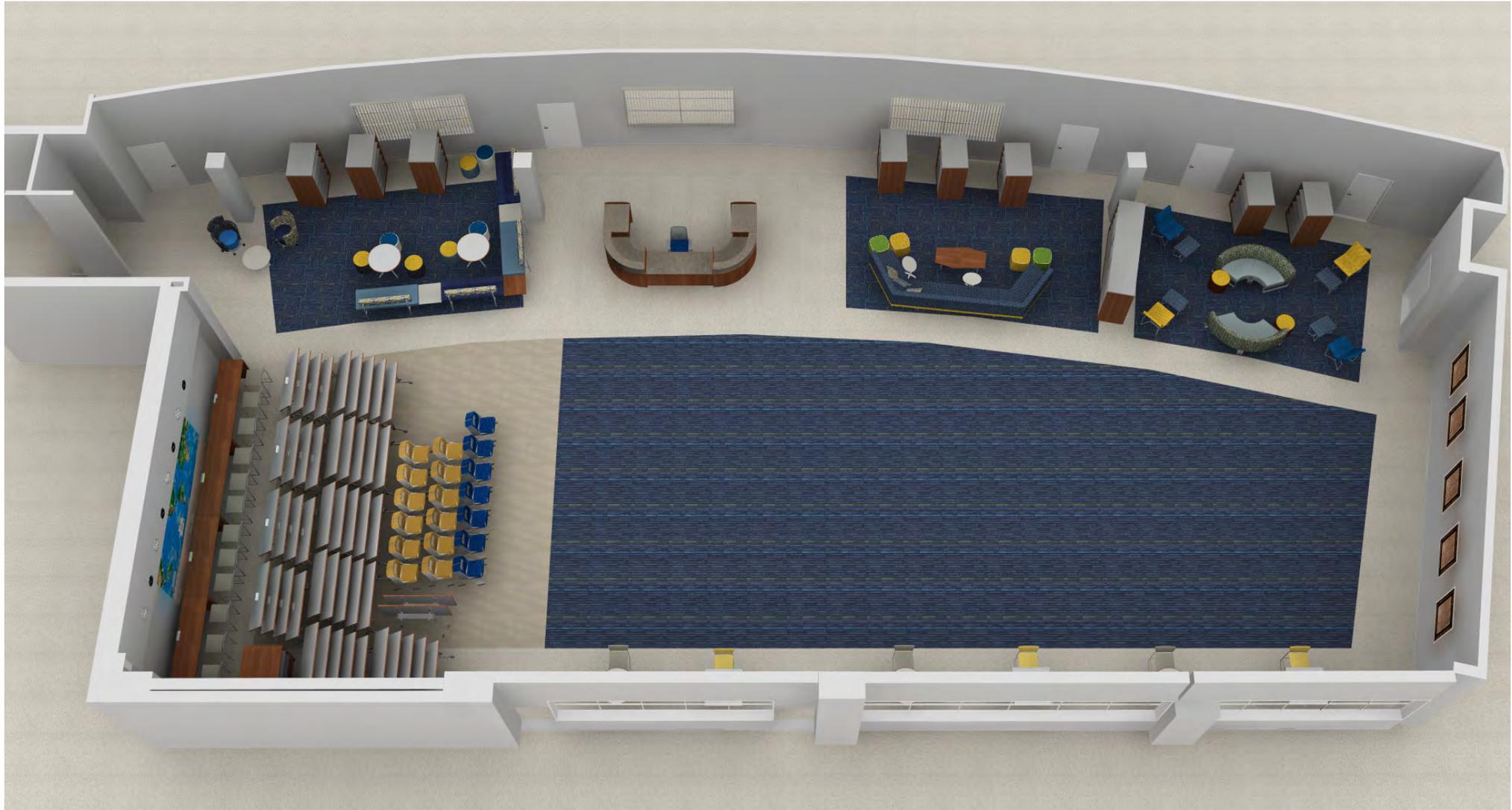
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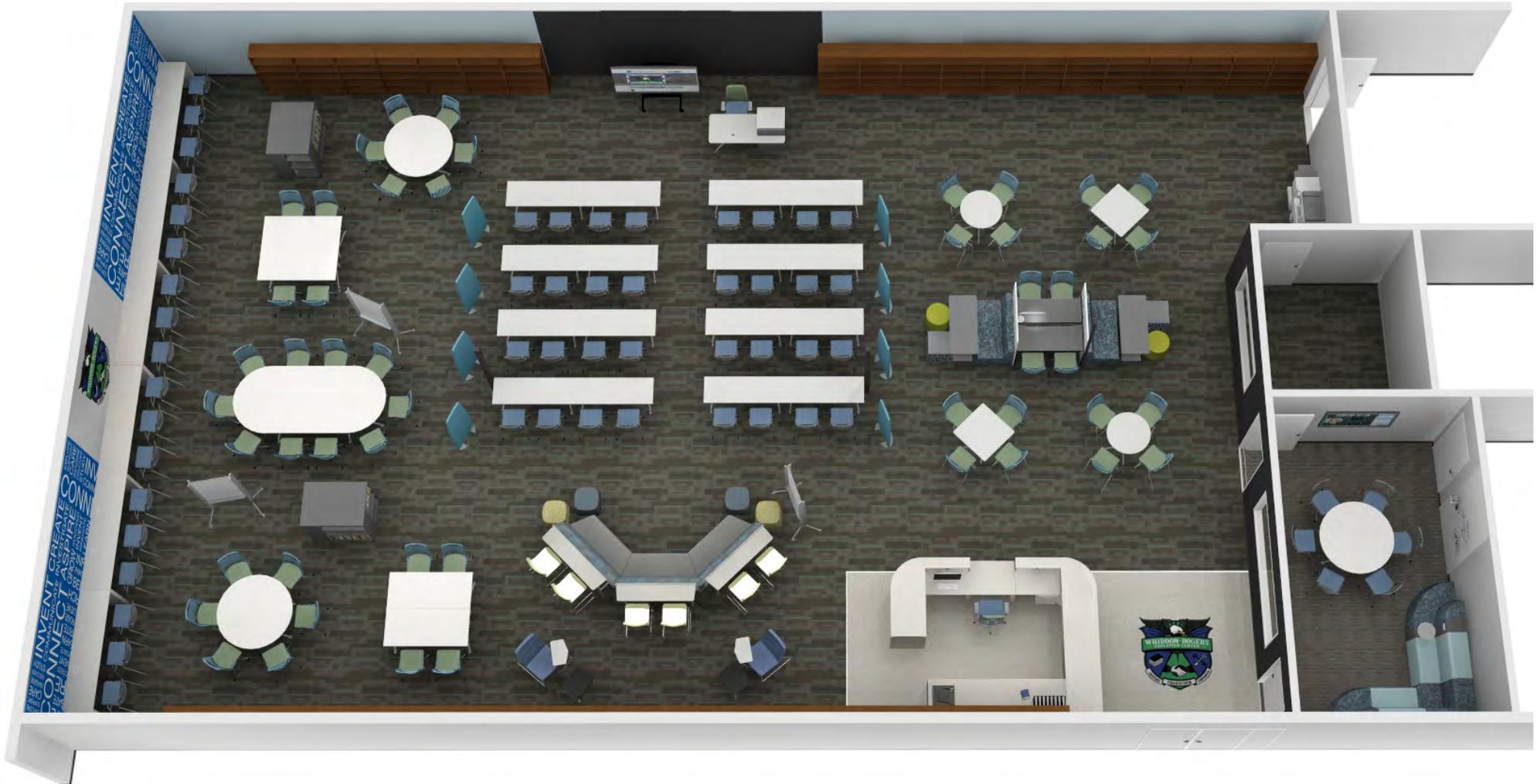
MEDIA CENTER



MEDIA CENTER



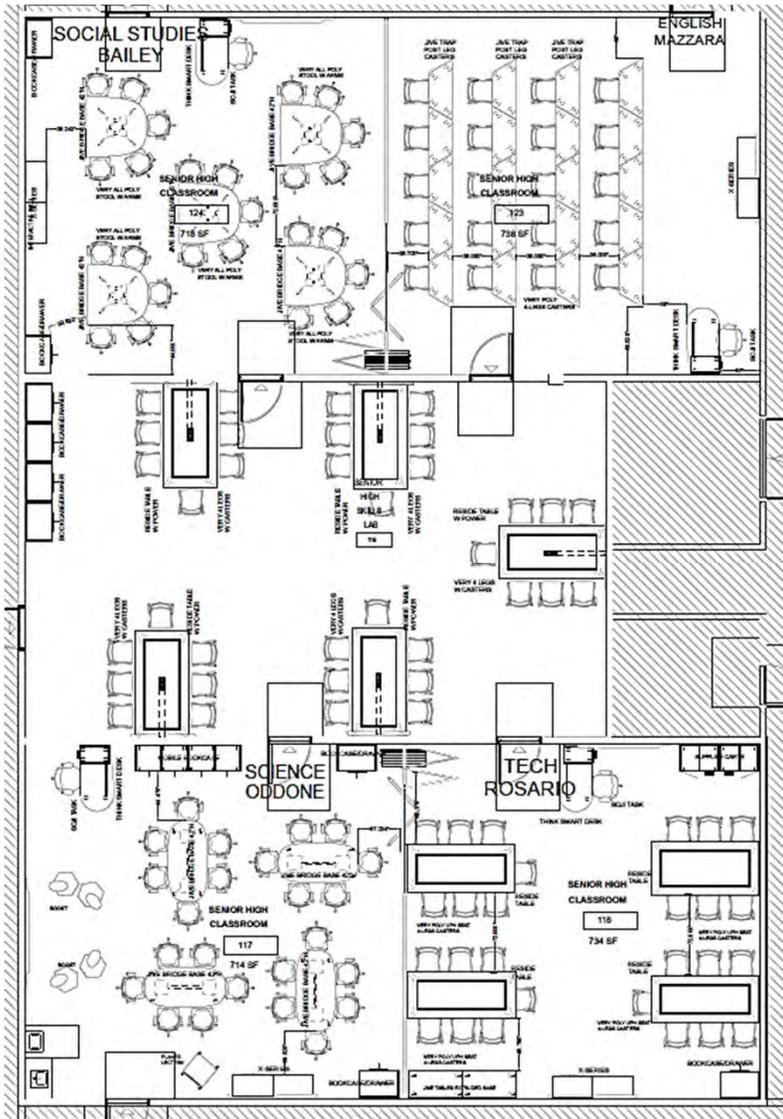
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CLASSROOMS



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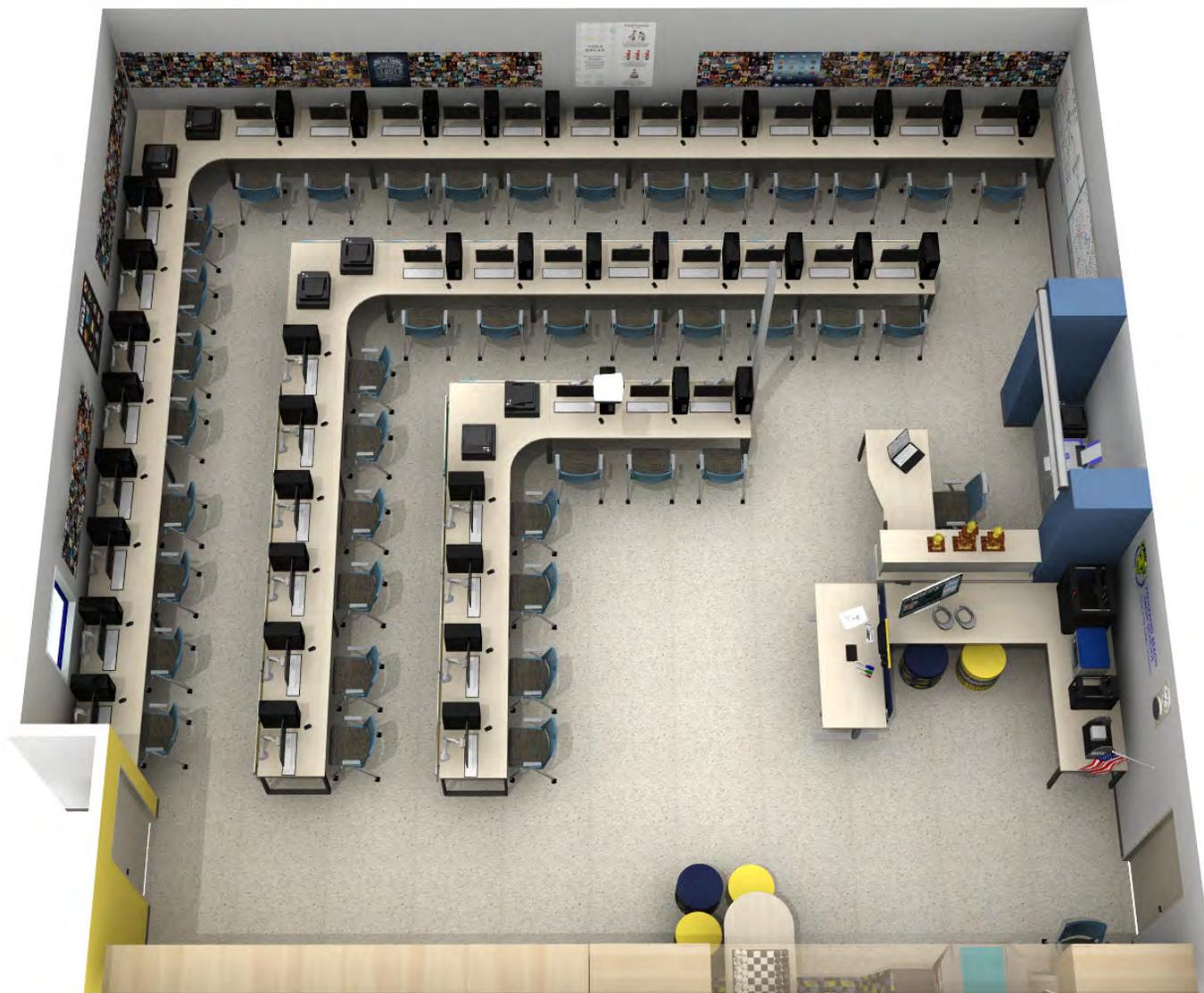
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COLLABORATION HUBS



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COLLABORATION HUBS



COLLABORATION HUBS



OTHER AREAS



OTHER AREAS



OTHER AREAS



OTHER AREAS



OTHER AREAS



OTHER AREAS



OTHER AREAS



OTHER AREAS





JC White Architectural Interior Products
3501 Commerce Pkwy.
Miramar, FL 33025
P: 954-499-6677 F: 954-499-6678
info@jcwhite.com

JC White Architectural Interior Products
2403 S. Dixie Hwy
West Palm Beach, FL 33401
P: 561-848-4982 F: 561-848-8219
info@jcwhite.com

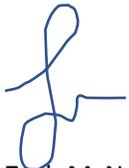
July 15th, 2020

Subject: Broward County School Board Bid

This letter is to inform you that JC White is an authorized seller of both Arcadia and Encore products.

Please reach out with any additional information that may be needed.

Thank you,



Zach McNally

Director of Sales

480.415.3150

zachm@arcadiacontract.com

Arcadia/Encore

7/13/2020

JC White Architectural Interior Products
3501 Commerce Parkway
Miramar, FL 33025

Ref: Broward County School Bid 2020

This letter is to serve as notification that JC White Architectural Interior Products is a current dealer of Clarus Glassboards, LLC and is in good standing with us. We hereby authorize JC White Architectural Interior Products to offer the entire Clarus product line on our behalf, as well as provide inside delivery, installation, service and any warranty work that may be necessary.

Please feel free to contact me directly for any questions or further clarification.

Sincerely,



Kevin Froehlich
Contracts Manager
Clarus Glassboards, LLC
817.541.8147
kevin@clarus.com

DARRAN

Wednesday, July 15, 2020

Lena Burger
Sales Assistant to Joey Diftmyer
JC White
3501 Commerce Parkway
Miramar, FL 33025

Re: Broward County School Board Bid

Dear Ms. Burger,

This letter is to confirm that JC White Architectural Interior Products is an Authorized DARRAN Dealer. Please let us know if you need any further assistance on this Bid.

Sincerely,



Jeff Hollingsworth
Vice President, Sales
DARRAN Furniture

2402 Shore Street
High Point NC 27263
darran.com





July 15, 2020

The School Board of Broward County Florida

To whom it may concern,

This letter is to certify that J.C. White, located at 3501 Commerce Parkway, Miramar, FL 33025 is an authorized dealer of Davis. As such they are authorized to bid and / or sell any and all products and to both install and service such products including all initial delivery services as well as warranty service.

Sincerely,

A handwritten signature in black ink, appearing to read "Juliana Sharkey". The signature is fluid and cursive, extending across the width of the page.

Juliana Sharkey

The Bierman Group

Principle/Manufacturer's Rep

3400 Griffin Road Dania, FL 33312 Tel 954-894-6662
www.thebiermangroup.com



THE CRAFT OF SEATING

July 14, 2020

The School Board of Broward County, FL
Procurement & Warehousing Services
7720 W Oakland Park Blvd., Suite 323
Sunrise, FL 33331

JC White Architectural Interiors Products of 3501 Commerce Pkwy, Miramar FL 33025 is authorized to bid our line, eko – the Craft of Seating, on The School Board of Broward County, FL BID #FY21-106.

We look forward to supplying our products through this dealer partner.

Sincerely,

Dustin Jones

A handwritten signature in black ink, appearing to read 'Dustin Jones', with a stylized flourish extending to the right.

Founder / CEO

Director of Business Development
423.3030.8188 cell / djones@ekocontract.com



Dekko
2505 Dekko Drive
Garrett, IN 46738

July 14, 2020

To: THE SCHOOL BOARD OF BROWARD COUNTY
ATTN: AL SHELTON, PURCHASING AGENT

From: Head Contract Solutions, Independent Representative for Dekko

Re: RFP FY21 - SCHOOL AND DEPARTMENT FURNITURE

To Whom it May Concern,

This letter is to inform you that JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is an authorized dealer in good standing with Dekko. JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is authorized to represent, sell, service and install any and all power & data products offered by Dekko, including Studio, ECA and Furnlite brands.

Please feel free to contact me should have you any questions regarding the above.

Thank you,

Jennifer L. Clisby
VP of Business
Head Contract Solutions
Independent Representative for Dekko
Ph# 321-504-9663
jen@headreps.com



July 15, 2020

School Board of Broward County
7220 West Oakland Park Boulevard
Suite 323
Sunrise, FL 33351-6704

Re: RFP: FY21-106 - School and Department Furniture

Dear Mr. Shelton,

This letter is to inform you that J. C. White Architectural Interior Products, located in Miramar, FL, is an authorized dealer in good standing for ERG International. They are authorized to sell, install, and service our products, including initial delivery as well as warranty service. Our products include seating and tables for the classroom, library, office, cafeteria, collaborative and reception environments.

Please feel free to contact me with any questions.

Sincerely,

Jodi Turkus

VP of Inside Sales and Operations



7-15-20

To: Al Shelton
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

RFP FY21-106

From: Falcon Products
Re: JC White Architectural Interior Products

To whom it may concern,

The following letter is to confirm that JC White Architectural Interior Products is an authorized dealer of Falcon Products, and in good standing. In addition, JC White Architectural Interior Products can sell Falcon Products to The School Board of Broward County, Florida

RFP FY21-106

If you have any questions, please feel free to contact me directly at 954-678-8761 or by

email at bill.sheehan@contractreg.com

www.falconproducts.com

Price link avail by category on manufacturer's web site

Thank you.

Sincerely,

Bill Sheehan

Bill Sheehan
Representative
Falcon Products



GMI Companies
2999 Henkle Dr.
Lebanon, OH 45036

July 14, 2020

To: THE SCHOOL BOARD OF BROWARD COUNTY
ATTN: AL SHELTON, PURCHASING AGENT

From: Head Contract Solutions, Independent Representative for GMI Companies

Re: RFP FY21 - SCHOOL AND DEPARTMENT FURNITURE

To Whom it May Concern,

This letter is to inform you that JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is an authorized dealer in good standing with GMI Companies. JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is authorized to represent, sell, service and install any and all products offered by GMI Companies, including Ghent, Waddell and Vividboard brands.

Please feel free to contact me should have you any questions regarding the above.

Thank you,

A handwritten signature in black ink that reads "Jennifer L. Clisby". The signature is written in a cursive, flowing style.

Jennifer L. Clisby
VP of Business
Head Contract Solutions
Independent Representative for GMI Companies
Ph# 321-504-9663
jen@headreps.com



Groupe Lacasse
99 St. Pierre, St. Pie
Quebec, Canada J0H 1W0

July 14, 2020

To: THE SCHOOL BOARD OF BROWARD COUNTY
ATTN: AL SHELTON, PURCHASING AGENT

From: Head Contract Solutions, Independent Representative for Groupe Lacasse

Re: RFP FY21 - SCHOOL AND DEPARTMENT FURNITURE

To Whom it May Concern,

This letter is to inform you that JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is an authorized dealer in good standing with Groupe Lacasse. JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is authorized to represent, sell, service and install any and all products offered by Groupe Lacasse, including Lacasse, Arold, United Chair, and Neocase brands.

Please feel free to contact me should have you any questions regarding the above.

Thank you,

A handwritten signature in cursive script that reads "Jennifer L. Clisby".

Jennifer L. Clisby
VP of Business
Head Contract Solutions
Independent Representative for Groupe Lacasse
Ph# 321-504-9663
jen@headreps.com

HAWORTH

One Haworth Center
Holland, Michigan
49423-9576 USA

phone 616.393.3000
fax 616.393.1570

haworth.com

July 14th, 2020

Anna Leite
Senior Business Development Manager
One Haworth Center
Holland, Michigan 49423 USA

Re: Broward County School Board

To Whom It May Concern:

This letter certifies that JC White, located in Miramar and West Palm Beach, Florida is a Preferred Haworth Dealer in good standing and has distributed Haworth products within the Southern Florida market since 1987. As such, JC White is authorized to distribute Haworth and affiliated products and to provide quotes on Haworth's behalf for the Broward County School Board project.

Any future questions about JC White and their relationship with Haworth, Inc. can be directed to me.

Thank you for your interest in our highly skilled dealer and Haworth products.

Sincerely,

Anna Leite, Senior Business Development Manager
HAWORTH, INC.
305-338-5490
Anna.leite@Haworth.com



Headquarters
200 Oak Street
Muscatine, IA 52761
800.553.8230

July 13, 2020

J.C. White Architectural Interior
3501 Commerce Parkway
Miramar, FL 33025

To: The School Board of Broward County

Re: School/Department Furniture Bid - RFP FY21-106

This letter is to certify that J.C. White Architectural Interior Products is a fully authorized dealer for The HON Company.

As an authorized dealer, J.C. White Architectural Interior Products is authorized to bid on the above referenced bid for HON products. HON will support this bidder with adequate inventory for purchase by the eligible entities for the contract term.

Thank you for this opportunity and we look forward to servicing you further in this matter. Please feel free to contact us with any questions.

Sincerely,

Don Dywiak

Sales Operations Specialist | the HON Company
dywiakd@honcompany.com

c. 563-271-8862

Humanscale®

July 13, 2020

Re: Broward County School Bid

To Whom it May Concern:

This letter is to certify that JC White, is an authorized dealer of Humanscale Corporation with no restrictions. As such, they are authorized to bid and/or sell any and all product as well as install and service such products. This includes all initial delivery services and warranty service.

Sincerely,

A handwritten signature in blue ink that reads "Katie Miglin". The signature is written in a cursive style and is contained within a thin black rectangular border.

Katie Miglin
Sr. Contract Administrator, Gov't Specialist

JANUS et Cie



July 15, 2020

This letter is to authorize:

JC White

3501 Commerce Parkway

Miramar, FL 33025

As a preferred dealer of JANUS et Cie to purchase and install all JANUS et Cie product lines.

Sincerely yours.

A handwritten signature in black ink, appearing to read 'K Knowles', written in a cursive style.

Kathrin Knowles

Contract and Site Sales Specialist Florida

July 14, 2020

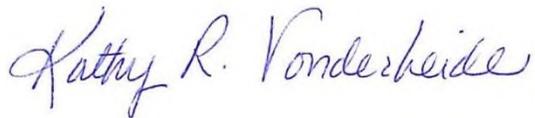
RE: Manufacturer's letter of dealer authorization – Broward County School Bid 2020

To Whom It May Concern:

Please be advised that **J C White of Miramar, FL** is a dealer in good standing with our company and is authorized and approved as an authorized dealer to quote, sell, and service JSI and Community product for the Broward County School Bid 2020.

If you have any questions, or need anything further, please let me know. Thank you.

Sincerely,



Kathy R. Vonderheide
Contract Sales Manager





July 15, 2020

JC White Office Furniture
3501 Commerce Pkwy
Miramar, FL 33025

RE: JC White Dealer Authorization

Dear Who It May Concern:

Nevins certifies that the following Dealer is an authorized Nevins Distributor in good standing:

JC White Office Furniture
3501 Commerce Pkwy
Miramar, FL 33025

This dealership is authorized to design, sell, install, and remove our products.

Should you require additional information, please do not hesitate to contact me (713) 230-2133 or jennifer@nevins.co.

Best,

A handwritten signature in cursive script that reads "Jennifer Nevins Patrick".

Jennifer Nevins - Patrick
Managing Director
Nevins LLC



6039 Cypress Gardens Blvd. #292
Winter Haven, FL 33884
www.macpheecontractsolutions.com

July 15, 2020

Re: Broward Schools District RFP FY21-106

JC White is an authorized dealer in good standing for the following manufacturers that MacPhee Contract Solutions represents for the State of Florida.

- 1) Nienkamper www.Nienkamper.com Specialize in Caseloads, Conference, Tables, Desking, Seating, Lounge, and Library Furniture. Please let me know if you have any questions.

Sincerely,

Mark MacPhee
MacPhee Contract Solutions, LLC



NOVA Solutions, Inc.
421 Industrial Avenue

Ph: 800-730-6682 | 217-342-7070

Fax: 800-940-6682 | 217-342-7006

sales@novasolutionsinc.com

www.novadesk.com

July 13th, 2020

Ref: Broward County School Board Bid

RE: Letter of Authorization for JC White.

To Whom It May Concern:

JC White is an authorized dealer in good standing for NOVA Solutions, Inc. and, thereby authorized to market, sell, distribute, warrant and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Cindy Fulk".

Cindy Fulk
Customer Service Manager





imagine a place®

July 7, 2020

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Blvd., Ste. 323
Sunrise FL 33351
Attn: Al Shelton

Regarding: Letter of Authorization - JC White

Dear Mr. Shelton:

This letter serves to acknowledge that JC White Architectural Interior Products of 3501 Commerce Pkwy, Miramar, FL 33025 is an OFS/Carolina (our brands) dealer and authorized to submit a proposal for OFS and/or Carolina in their response to the RFP for FY21-106-School and Department Furniture

JC White will be the contract holder and responsible for all contract commitments and invoicing and will offer a discount off of the current list price at the time of order.

If you have any questions I can be reached at 704-771-9003 and AMcClelland@ofs.com

Sincerely,

Anna McClelland
Vice President - Specialty Markets
OFS Brands Inc.

ofs.com

1204 East Sixth Street
Huntingburg, IN 47542
800.521.5381



17929 S. Susana Rd.
PO Box 5769
Compton, CA 90224-5769

800.496.0204
310.639.6013 fax
customerservice@peterpepper.com

www.peterpepper.com

July 20, 2020

Re: Letter of Authorization
J.C. White
Miramar, FL

The School Board of Broward County, Florida
Attn: Al Shelton, Purchasing Agent
RFP FY21-106 - School and Department Furniture

To whom it may concern,

This letter is to confirm that J.C. White, Miramar, FL is an authorized Dealer for the Peter Pepper Products product line in the State of Florida.

If you have any questions, please feel free to contact me directly at (562) 577-7525 or by email at boneill@peterpepper.com.

Thank you.

Sincerely,

Barbara O'Neill

Barbara O'Neill Contract
Administrator
Peter Pepper Products, Inc.



July 20, 2020

RE: The School Board of Broward County, Florida
Attn: Al Shelton, Purchasing Agent
RFP FY21-106 - School and Department Furniture

To Whom It May Concern:

JC White, located at 3501 Commerce Parkway Miramar, FL 33025 is an authorized dealer in good standing for Safco Products and thereby authorized to sell our products on the above referenced solicitation.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sharad Mathur".

Sharad Mathur
VP Sales, Safco Products
Safco Products
800-328-3020

SAUDER®

WORSHIP SEATING

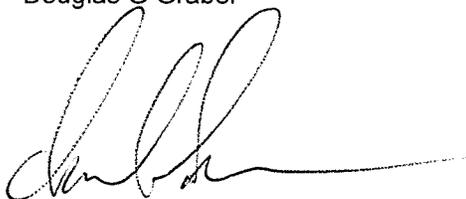
July 13, 2020

J.C. White
3501 Commerce Parkway
Mirimar, FL 33025

Please be advised that J.C. White is an authorized dealer for Sauder products in our Education and Worship markets.

Please let me know if you have any further questions. Thanks.

Douglas G Graber



Graber Associates, Inc.
Regional Sales Office Florida
Sauder Worship Seating
941-378-4455

Shelby Williams®

July 15, 2020

JC White
3501 Commerce Parkway
Miramar, FL 33025

RE: Broward County School Board Bid

To whom it may concern,

This letter is to confirm that JC White is an authorized dealer for Shelby Williams furniture. They have a longstanding relationship with our Shelby Williams brand, as well as other brands under our parent company Commercial Furniture Group of Newport, TN.

Kind regards,

Jordan McInturf

Jordan McInturf
Vice President - Sales



July 15, 2020

The School Board of Broward County Florida

To whom it may concern,

This letter is to certify that J.C. White, located at 3501 Commerce Parkway, Miramar, FL 33025 is an authorized dealer of Stylex. As such they are authorized to bid and / or sell any and all products and to both install and service such products including all initial delivery services as well as warranty service.

Sincerely,

A handwritten signature in blue ink that reads "Juliana Sharkey". The signature is written in a cursive style with a large initial "J".

Juliana Sharkey

The Bierman Group

Principle/Manufacturer's Rep

3400 Griffin Road Dania, FL 33312 Tel 954-894-6662
www.thebiermangroup.com

July 20, 2020

The School Board of Broward County

Re: Letter of Authorization JC White RFP No. FY21-106

To Whom This May Concern;

This letter is to verify that JC White, with offices located at 3501 Commerce Pkwy., Miramar, FL, is authorized in good standing, to sell, install and provide warranty service for the entire SurfaceWorks product line. JC White is authorized to receive payments for products and services.

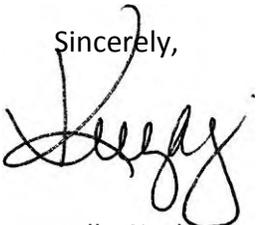
In the event that JC White fails to perform its obligations, SurfaceWorks agrees to perform in JC White place and assume the obligations to Broward County School for the 2020-2021 school year.

If SurfaceWorks withdraws its authorization to JC White to offer the products or services for Broward County School, SurfaceWorks shall notify the school in writing.

SurfaceWorks agrees that the authorization to JC White set forth in this letter shall remain effective until the Broward Co School receives written notification that SurfaceWorks has withdrawn its authorization to JC White or until Broward County School project expires.

Please feel free to contact us should you be in need of any assistance. Thank you for considering JC White and SurfaceWorks!

Sincerely,



Kelly Ciezki
Contracts Manager
SurfaceWorks
414-570-2677
kelly.ciezki@surfaceworks.us



7-15-20

To: Al Shelton

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 W. Oakland Park Boulevard, Suite 323

Sunrise, Florida 33351-6704

RFP FY21-106

From: ten jam

Re: JC White Architectural Interior Products

To whom it may concern,

The following letter is to confirm that JC White Architectural Interior Products is an authorized dealer of ten jam, and in good standing. In addition, JC White Architectural Interior Products can sell ten jam to The School Board of Broward County, Florida

RFP FY21-106

If you have any questions, please feel free to contact me directly at 954-678-8761 or by

email at bill.sheehan@contractreg.com

www.tenjam.com

Thank you.

Sincerely,

Bill Sheehan

Bill Sheehan
Representative
ten jam



July 13, 2020

RE: Letter of Authorization – Broward County School Board Bid

JC White Architectural Interior Products

To Whom it May Concern:

Please be advised that JC White is in “Good Standing” with our firm and an approved dealer distributor (Estey Shelving is excluded).

This being the case, I support their application for the contract listed above, and do hereby grant them permission to add our brand to their line listing offer. They will function as an authorized agent (service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Respectfully,

Trista Walk

**Trista Walk
Strategic Account Manager**

T H O N E T®

7-15-20

To: Al Shelton
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

RFP FY21-106

From: Thonet
Re: JC White Architectural Interior Products

To whom it may concern,

The following letter is to confirm that JC White Architectural Interior Products is an authorized dealer of Thonet, and in good standing. In addition, JC White Architectural Interior Products can sell Thonet to The School Board of Broward County, Florida

RFP FY21-106

If you have any questions, please feel free to contact me directly at 954-678-8761 or by

email at bill.sheehan@contractreg.com

www.thonet.com

<https://www.thonet.com/documents>

Thank you.

Sincerely,

Bill Sheehan

Bill Sheehan
Representative
Thonet

TUOHY

42 St Albans Place
Chatfield, MN 55923

July 21, 2020

Ref: Broward County School Board Bid

To whom it may concern,

Tuohy Furniture confirms JC White is an authorized dealer. They are authorized to sell any and all our product to any public or private entity.

Sincerely,

Jeremy Aug

Jeremy Aug

Vice President of Sales



GMI Companies
2999 Henkle Dr.
Lebanon, OH 45036

July 14, 2020

To: THE SCHOOL BOARD OF BROWARD COUNTY
ATTN: AL SHELTON, PURCHASING AGENT

From: Head Contract Solutions, Independent Representative for GMI Companies

Re: RFP FY21 - SCHOOL AND DEPARTMENT FURNITURE

To Whom it May Concern,

This letter is to inform you that JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is an authorized dealer in good standing with GMI Companies. JC WHITE ARCHITECTURAL INTERIOR PRODUCTS is authorized to represent, sell, service and install any and all products offered by GMI Companies, including Ghent, Waddell and Vividboard brands.

Please feel free to contact me should have you any questions regarding the above.

Thank you,

A handwritten signature in black ink that reads "Jennifer L. Clisby". The signature is written in a cursive style with a large, stylized "J" and "C".

Jennifer L. Clisby
VP of Business
Head Contract Solutions
Independent Representative for GMI Companies
Ph# 321-504-9663
jen@headreps.com



507 E. Grant
St. Thorp, WI
54771
P - 800.242.2303
F - 715.669.5929
wibenchmfg.com

Date July 15, 2020

RE: Letter of Authorization for The School Board of Broward County, Florida

Attn: Al Shelton, Purchasing Agent

RFP FY21-106 - School and Department Furniture

JC White is an authorized dealer of WB Manufacturing and a recommended service company for both installation and maintenance of units required for our products.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Sincerely,

Lore Nowobielski

Sales Administrative Lead

WB Manufacturing LLC

O 800.242.2303 ext.172

F 715.669.5929

wibenchmfg.com

We Can.
DESIGN. BUILD. DELIVER.