



Operations Division  
Darren Muci, Division Director  
316-973-2048; FAX: 973-2200  
e-mail: [dmuci@usd259.net](mailto:dmuci@usd259.net)

School Service Center Complex  
3850 N. Hydraulic  
Wichita, Kansas 67219  
[www.usd259.com/offices/purchasing](http://www.usd259.com/offices/purchasing)

August 15, 2008

Mr. Larry Wonder  
Virco, Inc.  
2027 Harpers Way  
Torrance, CA 90501

Re: Award Notice – Education, Classroom, Miscellaneous Support Furniture and Related Services, Request for Proposal No. 08-44-685

Dear Mr. Wonder:

Please accept this letter as formal notification that the Board of Education of the Wichita (KS) Public Schools – Unified School District 259 – approved the recommendation of Virco, Inc., for award of the Education, Classroom, Miscellaneous Support Furniture and Related Services, Request for Proposal No. 08-44-685 as the contracted source for education, classroom, miscellaneous support furniture and related services on behalf of the U.S. Communities government purchasing alliance.

The contractual period is for three years and officially begins on January 1, 2009 and continues through December 31, 2011. As the Lead Public Agency, this contract will be reviewed annually per a recommendation made by the USD 259 Purchasing department with assistance from the original RFP Selection/Review team. A three-year extension option is available at the Discretion of the USD 259 Board of Education with counsel from the US Communities Advisory Board.

We will begin compiling documents necessary to populate the websites of US Communities and Wichita Public Schools. This will include this letter, our Board of Education Agenda Item and support information, and the final contracts.

Feel free to contact me if you have any questions. We look forward to renewing our contractual relationship with you.

Sincerely,

*Darren C. Muci*

Darren Muci

Cc: Chris Robb, Program Manager, U.S. Communities

## WPS COMPANY AGREEMENT

This Agreement, by and between Unified School District No. 259, County of Sedgwick, State of Kansas (the "School District"), and Vireo Inc. (the "Company") made and entered into this 21st day of April, 2008.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **SERVICES:** In consideration of the sum of \$ \_\_\_\_\_ (*includes all services, honorarium, travel, lodging, and any other expenses*), the Company shall perform services as specified in Attachment "A"/Scope of Services, a copy of which is attached to this Agreement.
2. **TERM:** The term of the scope of services shall be from \_\_\_\_\_ through \_\_\_\_\_. Notwithstanding the foregoing, the School District may terminate this Agreement at any time and for any reason, with or without cause, by providing the Company with thirty (30) days advance written notice.
3. **PAYMENT:** Payment for services rendered pursuant to this Agreement shall be made upon receipt of **original** invoice(s) in accordance and in conformity with payment dates for bills and claims as published by Business & Financial Services. Reimbursement for airfare, lodging and meal expenses shall comply with School District policies and reimbursement for such expenses will be made in accordance with such policies.  
  
\_\_\_\_\_  
Prior to payment, the Company must submit **an original**, dated, itemized invoice of services rendered. (**Photocopies or facsimiles of invoices will not be accepted.**) Any reimbursement for expenses included on the invoice(s) must be supported with attached original billing for such expenses.
4. **REVIEW OF WORK:** The School District shall have the right during the term of this Agreement to inspect or review the work of the Company and to require such oral or written reports of work progress from the Company as may be reasonably necessary to assure proper performance of this Agreement.
5. **PRODUCTS AND PROCESS OWNERSHIP:** All products, processes, or similar works prepared by the Company in the course of the performance of this Agreement shall be the exclusive property of the School District and will be released, if at all, only by and through the School District.
6. **INDEMNIFICATION:** The Company shall indemnify, protect, defend and save the School District harmless from and against any and all claims, demands, liabilities and costs, including attorney's fees arising from damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring from the performance of the services specified to be performed herein. Upon timely written notice from the School District, the Company shall defend the School District in any action or proceedings brought thereon; provided, however, that nothing contained herein shall be construed as requiring the Company to indemnify the School District for any claims resulting from the negligence or willful misconduct of the School District or its officials, employees or agents.
7. **INDEPENDENT CONTRACTOR:** It is agreed and understood that the Company shall at all times and for all purposes be deemed an independent contractor and not an employee of the School District, particularly for, but not limited to, the purposes of worker's compensation and the Kansas Tort Claims Act.

Initial & Date by USD 259 Repr. \_\_\_\_\_

Initial & Date by Company Repr. \_\_\_\_\_

2/19/08  
4/21/08

8. INSURANCE: The Company shall maintain liability insurance for bodily and personal injury, property damage, and the errors, acts, and omissions of the Company which may result in claims against the School District in an amount not less than the maximum liability of a single government entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar law (currently \$500,000 per occurrence). The Company shall also maintain workers' compensation insurance specifying all states coverage for any of its employees involved in the performance of this Agreement. The Company shall provide the School District with certificates of coverage naming the School District as an additional insured on the general liability insurance as a condition precedent to the effectuation of this Agreement.
9. LOSS OF PERSONALTY: The parties agree the School District bears no liability for damages, theft, or other loss of any personal property of the Company which may occur on School District premises, whether such loss affects personalty secured or purchased by the Company, School District or by means of grant arrangements. If such personalty is material to the performance of the services listed above, it shall be the responsibility of the Company to replace it. The School District is the sole judge of materiality.
10. ASSIGNMENT AND DELEGATION: The services to be performed under this Agreement are deemed to be personal in nature and the parties agree the duties may not be delegated nor the Agreement assigned without prior written consent of the School District.
11. AMENDMENTS: The parties agree that no changes, additions, or modifications to this Agreement may be made except by written addendum signed by both parties.
12. DEFAULTS: This Agreement may be terminated by the School District at any time that it determines in its sole discretion that the services listed above are not being performed in accordance with this Agreement. Upon such termination the School District shall pay for services through the date of termination.
13. ADDITIONAL CONTRACTUAL PROVISIONS REQUIRED BY K.S.A. 72-8201c: This Company Agreement shall be subject to the following contractual provisions which shall control and prevail over any conflicting provisions contained elsewhere in this Company Agreement are any attachment hereto:
- (a) Agreement with Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (b) Cash Basis and Budget Law Requirements: The right of the Company and the School District to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure the Company and the School District shall at all times be in conformity with such laws. It is a condition of this Agreement that the Company and the School District reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of such laws.
- (c) Disclaimer Of Liability: Notwithstanding anything to the contrary elsewhere contained in this Agreement, the School District shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). In addition, the District shall not indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to this Agreement other than the Board of Education of the School District or the School District.

Initial & Date by USD 259 Repr.

Initial & Date by Company Repr.

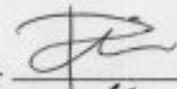
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- (d) Anti-Discrimination Clause: The Company agrees: (i) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (ii) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (iii) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (iv) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (v) that a failure to comply with the reporting requirements of (iii) above or if the Company is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District; (vi) if it is determined that the Company has violated applicable provisions of ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by the School District.

Parties to this Agreement understand that the provisions of this paragraph number 4 (with the exception of those provisions relating to the ADA) are not applicable to a Company who employs fewer than four employees during the term of such Agreement or whose contracts with the School District cumulatively total \$5,000 or less during the fiscal year.

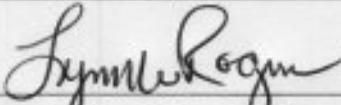
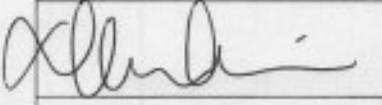
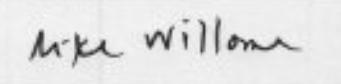
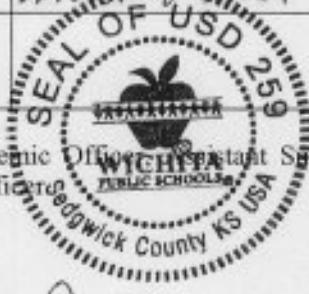
Initial & Date by USD 259 Repr. \_\_\_\_\_

Initial & Date by Company Repr. \_\_\_\_\_

 9/19/08  
4 4/21/08

- (e) Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the School District or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the School District shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- (f) Representative's Authority To Contract: By signing this Agreement, the representative of the Company thereby represents that such person is duly authorized by the Company to execute this Agreement on behalf of the Company and that the Company agrees to be bound by the provisions thereof.
- (g) Responsibility For Taxes: The School District shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.
- (h) Insurance: The School District shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the School District to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- (i) Information: No provision of this Agreement shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the date of its signing:

Signature	Name	Title	Date
	Lynn W Rogers	District Representative	9/22/08
	San L. Tyler, II	Vendor VIRCO INC. Sales Service Manager	April 21, 2008
	DARRELL A. MUELLER	*Supervisor DIVISION DIRECTOR, OPERATIONS	9/13/2008
		Clerk of the Board	SEP 23 2008

\*Superintendent, Chief Academic Officer, Assistant Superintendent(s), Chief Financial Officer, Chief Operations Officer, Chief Information Officer

 9/13/08

SUBSTITUTE W-9

Name: Virco Inc. Telephone: 501-329-2901 or 800-448-4726

Address:  
Hwy. 65 South Conway AR 72032  
Street City State Zip Code

Consultant Is: (Circle One)  Tax Exempt Organization  Partnership   Corporation

Under penalty of perjury, I certify that the following number is the number to be used for tax reporting purposes:

Taxpayer ID Number: 33-0815719

Date April 21, 2008 *Sam L. Tyler, II*

Signature  
Sam L. Tyler, II, Sales Service Manager  
Title

Please sign and return to: *BILL BROWN, PURCHASING* (District Representative)  
Unified School District No. 259

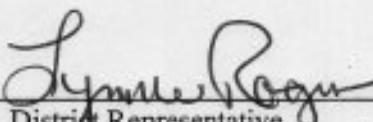
ATTACHMENT "A"/SCOPE OF SERVICES

An itemized list of services may be listed below or provided in a separate signed document:

## Attachment "A" Scope of Services

- Direct Sales Representatives
- Direct Customer Service Department
- Direct Marketing Department
- Direct Traffic Department
- Two National Distribution Centers
- Over 6,000 SKU's that will ship within two to four weeks.
- PlanSCAPE Project Management Program

For more information see the following information in section 8 of this RFP

S/   
District Representative

Date: 9/22/08

S/   
Company Representative

Date: April 21, 2008

San L. Tyler, II, Sales Service Mgr.  
Virco Inc.

Note: By signing and dating the Attachment A/Scope of Services itemized above or detailed in a separate document, both parties acknowledge their understanding of and agreement to the services specified by this Agreement.