### AGENDA

### **REGULAR SCHOOL BOARD MEETING**

### GADSDEN COUNTY SCHOOL BOARD MAX D. WALKER ADMINISTRATION BUILDING 35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA

March 26, 2013

### 6:00 P.M.

### THIS MEETING IS OPEN TO THE PUBLIC

- 1. CALL TO ORDER
- 2. OPENING PRAYER
- 3. PLEDGE OF ALLEGIANCE
- 4. **RECOGNITIONS**

### **ITEMS FOR CONSENT**

### 5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. February 19, 2013, 2:00 p.m. School Board Workshop
- b. March 5, 2013, 1:00 p.m. School Board Workshop
- c. March 5, 2013, 4:30 p.m. School Board Workshop
- d. March 5, 2013, 6:00 p.m. Regular School Board Meeting
- e. March 11, 2013, 5:00 p.m. Student Hearing
- f. March 11, 2013, 6:00 p.m. Student Hearing

ACTION REQUESTED: The Superintendent recommends approval.

- 6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #5** 
  - a. Personnel 2012 2013

### 7. BUDGET AND FINANCIAL TRANSACTIONS

a. Budget Amendment Number Seventeen – SEE PAGE #7

Fund Source: 420 Federal Funds Amount: \$286,395.23

ACTION REQUESTED: The Superintendent recommends approval.

### 8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

a. Purchase Orders for Federal Projects - **SEE PAGE #21** 

Fund Source: Title I Part A and Title I School Improvement Amount: \$216,660.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Orders for Federal Projects- SEE PAGE #24

Fund Source: Title I School Improvement Amount: \$50,765.40

ACTION REQUESTED: The Superintendent recommends approval.

c. Purchase Orders for Federal Projects – SEE PAGE #26

Fund Source: Title I Part A Amount: \$17,537.38

ACTION REQUESTED: The Superintendent recommends approval.

d. Purchase Orders for Federal Projects – SEE PAGE #28

Fund Source: Title I Part A Parent Involvement Amount: \$16,710.00

ACTION REQUESTED: The Superintendent recommends approval.

e. Purchase Orders for Federal Projects – SEE PAGE #31

Fund Source: Title I Part A Amount: \$23,414.00

ACTION REQUESTED: The Superintendent recommends approval.

### f. Purchase Orders for Capital Improvements – **SEE PAGE #34**

Fund Source: Capital Improvements Fund 379 Amount: \$14,950.00

ACTION REQUESTED: The Superintendent recommends approval.

g. Memorandum of Understanding – CIS of Florida - SEE PAGE #36

Fund Source: N/A Amount: N/A

### h. GASB 45 OPEB Contract – SEE PAGE #44

Fund Source: General Fund Amount: \$9,493.00

ACTION REQUESTED: The Superintendent recommends approval.

### i. School Food Service Membership in POWER Buying Group SEE PAGE #56

Fund Source: School Food Service Amount: Estimated \$3,400.00 in dues payable by August 31, 2013

ACTION REQUESTED: The Superintendent recommends approval.

j. Insurance Committee Recommendations for Health Insurance Vendor Beginning October 1, 2013 – **SEE PAGE #63** 

Fund Source: All Funds and employees participating in health insurance benefitsAmount: Based on individual employee's selections for health insurance

ACTION REQUESTED: The Superintendent recommends approval.

k. Insurance Committee Recommendations for Life and Dental Insurance Vendor for Insurance Year Beginning October 1, 2013 – **SEE PAGE #66** 

Fund Source: All Funds and employees participating in life and dental insurance plansAmount: Reduction in life insurance and no change in dental insurance premiums

ACTION REQUESTED: The Superintendent recommends approval.

1. Insurance Committee Recommendations for Pay Card – SEE PAGE #68

Fund Source: No Cost Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

### 9. STUDENT MATTERS – SEE ATTACHMENT

a. Student Expulsion – See back-up material

Case #49-1213-9102

ACTION REQUESTED: The Superintendent recommends approval.

b. Student Expulsion – See back-up material

Case #50-1213-0231

ACTION REQUESTED: The Superintendent recommends approval.

c. Student Expulsion – See back-up material

Case #52-1213-0211

d. Student Expulsion – See back-up material

Case #54-1213-0211

ACTION REQUESTED: The Superintendent recommends approval.

e. Student Expulsion – See back-up material

Case #56-1213-0061

ACTION REQUESTED: The Superintendent recommends approval.

### 10. SCHOOL FACILITY/PROPERTY

a. Board Approval of Bid #1213-14 – Gas Piping at East Gadsden High School **SEE PAGE #75** 

Fund Source: Capital Outlay Amount: \$23,884.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Board Approval of Bid #1213-15 – Chiller Repair at James A. Shanks Middle School - **SEE PAGE #87** 

Fund Source: Capital Outlay Amount: \$26,722.00

ACTION REQUESTED: The Superintendent recommends approval.

### **ITEMS FOR DISCUSSION**

- 11. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS
  - a. Discussion and Request to Advertise the Board's Intent to Amend School
     Board Rule 8.40 (General Food Service Requirements) SEE PAGE #113

Fund Source: N/A Amount: N/A

- 12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 13. SCHOOL BOARD REQUESTS AND CONCERNS
- 14. ADJOURNMENT

# **The School Board of Gadsden County**



"Building A Brighter Future"

Reginald C. James SUPERINTENDENT OF SCHOOLS

6a

35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA 32351 TEL: (850) 627-9651 FAX: (850) 627-2760 www.gcps.k12.fl.us

March 26, 2013

The School Board of Gadsden County, Florida Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2012/2013

The following reflects the total number of full-time employees in this school district for the 2012/2013 school term, as of March 26, 2013

	DOE	#Employees
Description Per DOE Classification	Object#	March 2013
Classroom Teachers and Other Certified	120 & 130	484.65
Administrators	110	50.75
Non-Instructional	150, 160, & 170	417.00
		952.40

Sincerely, 1 e Reginald C. James Superintendent of Schools

Eric F. Hinson	
DISTRICT NO. 1	
HAVANA, FL 32333	
MIDWAY, FL 32343	

Judge B. Helms, Jr. DISTRICT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 Isaac Simmons, Jr. DISTRICT NO. 3 CHATTAHOOCHEE, FL 32324 GREENSBORO, FL 32330 Charlie D. Frost DISTRICT NO. 4 GRETNA, FL 32332 QUINCY, FL 32352 Roger P. Milton DISTRICT NO. 5 QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH EQUAL OPPORTUNITY EMPLOYER

Page 5 of 116

### AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL PERSONNEL 2012/2013

### INSTRUCTIONAL

<u>Name</u> Conyers, Andrika Helle, April Holt, Shirley Washington, Yashica

#### Location WGHS CES HES SSES

Position Teacher Lib/Media Specialist Teacher Teacher

#### Effective Date 02/20/2013 02/11/2013 02/05/2013 02/06/2013

NON-INSTRUCTIONA	L		
Name	Location	Position	Effective Date
Cobb, Michael	WGHS	Ed Paraprofessional	03/14/2016
Daniels, Anitra	ESE	Staff Assistant	02/25/2013

#### REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT: LEAVE OF ABSENCE

### RESIGNATIONS

<u>Name</u> Helle, April Myers, Irene Taylor, Ayonna

### TRANSFERS

<u>Name</u> Bradwell, Antonio Howard, Darrell Pratt, Michael Striplin, Joseph

### LEAVE

<u>Name</u> Harris, NeKeshia McKinney, Crystal

### Substitutes

<u>Teacher</u> Gaymon, Cynthia Graham, Shanetha Location CES ETO CES

### Location/Position Transferring From

WGHS/Teacher CPA/Teacher HOPE/Teacher EGHS/Teacher

Location/Position EGHS/Teacher JASMS/Teacher

#### <u>Position</u> Lib/Media Specialist ETO Program Specialist Ed Paraprofessional

### Location/Position

Transferring To CPA/Teacher EGHS/Teacher CPA/Teacher WGHS/Teacher

**Beginning Date** 

02/27/2013 02/12/2013 Effective Date 02/27/2013 02/27/2013 03/03/2013

### Effective Date 03/25/2013 03/25/2013 03/25/2013 03/25/2013

Ending 04/25/2013 03/15/2013

Transportation Gaines, David

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Budget Amendment Number Seventeen

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

This budget amendment increases the following by the 2012 roll forward amount:

ESE 94-142 IDEA Part B	\$ 224,201.30
ESE Pre-K IDEA Part B	\$ 62,193.93
	\$ 286,395.23

FUND SOURCE: 420 Federal Funds

AMOUNT: \$ 286,395.23

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

### Gadsden County School Board 420 (Federal) Fund Estimated Revenue Budget Amendment Number Seventeen

FUND 420	BEGINNING	A	BUDGET MENDMENT	ENDING ESTIMATED		
REVENUE	REVENUE		NUMBER	REVENUE		
OBJECT	2/1/2013		THIRTEEN	2/6/2013		
190	\$ -	\$	-	\$ -		
191	\$ -	\$	-	\$ -		
199	\$ 2,452,457.33	\$	-	\$ 2,452,457.33		
201	\$ 183,207.73	\$	-	\$ 183,207.73		
226	\$ 554,215.56	\$	-	\$ 554,215.56		
227	\$ -	\$	-	\$ -		
230	\$ 2,141,536.12	\$	286,395.23	\$ 2,427,931.35		
240	\$ 6,396,783.54	\$	-	\$ 6,396,783.54		
251	\$ 4,032.82	\$	-	\$ 4,032.82		
270	\$ -	\$	-	\$ -		
290	\$ 525,164.14	\$	-	\$ 525,164.14		
299	\$ -	\$	-	\$ -		
TOTALS	\$ 12,257,397.24	\$	286,395.23	\$ 12,543,792.47		

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420 FUND

FUNCTION/ OBJECT		BUI	DGET BALANCE 2/1/2013	AM	BUDGET ENDMENT NUMBER THIRTEEN	BU	DGET BALANCE 2/6/2013
5100	100	\$	901,286.03	\$	-	\$	901,286.03
	200	\$	156,798.20	\$	-	\$	156,798.20
	300	\$	379,333.44	\$	-	\$	379,333.44
	500	\$	340,949.60	\$	-	\$	340,949.60
	600	\$	261,134.02	\$	-	\$	261,134.02
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	2,039,501.29	\$	-	\$	2,039,501.29
5200	100	\$	618,209.06	\$	500.00	\$	618,709.06
	200	\$ \$ \$ \$ \$ \$	197,066.07	\$	-	\$	197,066.07
	300	\$	172,000.00	\$	-	\$	172,000.00
	500	\$	12,927.00	\$	149,309.93	\$	162,236.93
	600	\$	13,875.00	\$	70,000.00	\$	83,875.00
	700	\$	1,000.00	\$	-	\$	1,000.00
FUNCTOTAL		\$	1,015,077.13	\$	219,809.93	\$	1,234,887.06
5300	100	\$		\$ \$	-	\$	-
	200	\$	-		-	\$ \$	-
	300	\$\$\$\$\$	8,696.28	\$ \$	-	\$	8,696.28
	500	\$	32,520.61		-	\$	32,520.61
	600	\$	32,080.00	\$		\$	32,080.00
	700	\$	20,480.08	\$		\$	20,480.08
FUNCTOTAL		\$	93,776.97	\$	-	\$	93,776.97
5400	100	\$\$	-	\$		\$	-
	200	\$	4,032.82	\$	-	\$ \$ \$	4,032.82
	300	\$ \$	-	\$	-	\$	-
	500	\$	Ξ.	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	4,032.82	\$		\$	4,032.82
5500	100	\$	1,093,195.03	\$	-	\$	1,093,195.03
	200	\$	301,188.93	\$	-	\$	301,188.93
	300	\$ \$ \$ \$	56,660.09	\$	-	\$ \$ \$	56,660.09
	500	\$	27,458.52	\$	-	\$	27,458.52
	600	\$	15,000.00	\$	-	\$	15,000.00
	700	\$	-	\$	()	\$	-
FUNCTOTAL		\$	1,493,502.57	\$	-	\$	1,493,502.57

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5900	100	\$	206,456.76	\$		\$	206,456.76
	200	\$	37,518.04	\$		\$ \$	37,518.04
	300	\$	35,394.96	\$	-	э \$	
	500	\$	6,516.77	\$ \$	-	ф Ф	35,394.96
	600	\$	0,510.77		-	\$	6,516.77
	600	Þ	-	\$	-	Э	-
FUNCTOTAL		\$	285,886.53	\$		\$	285,886.53
6100	100	\$	701,060.32	\$	14,003.30	\$	715,063.62
	200	\$	170,940.51	\$	5,000.00	\$	175,940.51
	300	\$ \$ \$ \$ \$	212,197.36		-	\$	212,197.36
	500	\$	89,887.13	\$ \$ \$	-	\$	89,887.13
	600	\$	4,240.44	\$	-	\$	4,240.44
	700	\$	1,500.00	\$	-	\$	1,500.00
	900	\$	-	\$	-	\$	-
FUNCTOTAL		\$	1,179,825.76	\$	19,003.30	\$	1,198,829.06
6200	100	\$	32,000.00	\$	-	\$	32,000.00
	200	\$	9,319.00	\$	-	\$ \$ \$ \$ \$	9,319.00
	300	\$	2,580.00	\$	-	S	2,580.00
	500	s	1,000.00	\$	-	\$	1,000.00
	600	\$	225,951.08	\$	-	¢ ¢	225,951.08
	700	\$\$\$\$\$	-	\$	2	\$	-
FUNCTOTAL		\$	270 950 09	\$			270 950 09
TONOTOTAL		φ	270,850.08	φ	-	\$	270,850.08
6300	100	\$	1,011,426.51	\$	-	\$	1,011,426.51
	200	\$ \$ \$	273,557.91	\$	-	\$	273,557.91
	300	\$	166,668.52	\$	-	\$	166,668.52
	500	\$	119,677.77	\$		\$	119,677.77
	600	\$	15,021.57	\$			15,021.57
	700	\$ \$	13,250.00	\$	-	\$ \$	13,250.00
FUNCTOTAL		\$	1,599,602.28	\$	-	\$	1,599,602.28
6400	100	\$	1,428,461.65	\$	-	\$	1,428,461.65
12-14-121-20	200	\$	270,367.97	\$	-	\$	270,367.97
	300	\$	345,789.47	\$	5,000.00	\$	350,789.47
	400	\$	-	\$	0,000.00	\$	
	500	\$	45,362.74	\$		\$	45,362.74
	600	\$	2,302.94	\$		\$	2,302.94
	700	9 \$	69,918.15	9 (\$	-	9 \$	69,918.15
FUNCTOTAL		\$	2,162,202.92	\$	5,000.00	\$	2,167,202.92

6500	100	¢	25 000 00	¢		¢	25 000 00
0500	200	\$ \$ \$	35,000.00	\$	-	\$	35,000.00
		Ð	9,757.00	\$	-	\$ \$ \$ \$	9,757.00
	300	Ð	54,040.00	\$	-	\$	54,040.00
	500	Ð	-	\$	57	\$	-
	600	\$	129,570.00	\$	-	\$	129,570.00
	700	\$	-	\$	-	\$	<u> </u>
FUNCTOTAL		\$	228,367.00	\$	-	\$	228,367.00
7200	100	\$	35,804.23	\$	-	\$	35,804.23
	200	\$	25,846.60	\$	-	\$	25,846.60
	300	\$\$\$\$	1,239.50	\$	-	\$ \$ \$ \$	1,239.50
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	S	-
	700	\$	694,048.00	\$	4,733.00	\$	698,781.00
FUNCTOTAL		\$	756,938.33	\$	4,733.00	\$	761,671.33
7300	100	\$	95,000.00	\$		\$	95,000.00
	200	\$	13,736.76	\$		\$	13,736.76
	300	\$	10,700.70	\$	5.	\$	15,750.70
	300	φ	-	φ	-	φ	-
FUNCTOTAL 7300		\$	108,736.76	\$	-	\$	108,736.76
7400	300	\$	20,000.00	\$	-	\$	20,000.00
	600		41,534.21	\$	2 <b>.</b>	\$	41,534.21
FUNCTOTAL 7400		\$ \$	61,534.21	\$	-	\$	61,534.21
7600	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	-	\$	-	\$	
7700	100	¢	83,378.05	¢		¢	02 270 OF
1100		\$		\$	-	\$	83,378.05
	200	\$	20,386.56	\$	-	\$	20,386.56
	300	\$	8,419.50	\$	-	\$	8,419.50
	500	\$	-	\$	-	\$ \$ \$	-
	600	\$ \$	-	\$	-	\$	
	700	\$	1,000.00	\$	-	\$	1,000.00
FUNCTOTAL		\$	113,184.11	\$	-	\$	113,184.11
7800	100	\$	146,639.48	\$	-	\$	146,639.48
	200	\$ \$	35,694.39	\$	-	\$	35,694.39
	300	\$	376,034.69	\$	-	\$	376,034.69
	400	\$	11,137.25	\$	-	\$ \$	11,137.25
	500	\$	1,262.17	\$	-	\$	1,262.17
	600	\$	-	\$	37,849.00	\$	37,849.00
FUNCTOTAL		\$	570,767.98	\$	37,849.00	\$	608,616.98

GRANDTOTAL		\$	12,257,397.24	\$	286,395.23	\$	12,543,792.47
FUNCTOTAL		\$	57,870.39	\$	-	\$	57,870.39
	500	\$	-	\$	-	\$	-
	400	\$ \$ \$ \$	-	\$	-	\$ \$ \$ \$ \$	-
	300	\$	-	\$	-	\$	-
	200	\$	12,294.23			\$	12,294.23
9100	100	\$	45,576.16	\$	-	\$	45,576.16
FUNCTOTAL		\$	87,500.00	\$	-	\$	87,500.00
	600	\$	38,500.00	\$	-	\$	38,500.00
	500	\$ \$ \$	49,000.00	\$	-	\$	49,000.00
	200	\$	-	\$ \$	-	\$	-
8200	100	\$	-	\$	-	\$	-
FUNCTOTAL		\$	11,221.12	\$	-	\$	11,221.12
	600	\$	2,286.00	\$	-	\$	2,286.00
	500	\$	935.12	\$	-	\$ \$	935.12
	300	\$ \$ \$ \$	8,000.00	\$	-	\$	8,000.00
	200	\$	-	\$	-	\$	-
8100	100	\$	-	\$	-	\$	-
FUNCTOTAL		\$	117,018.99	\$	-	\$	117,018.99
	700	\$	-	\$	-	\$	-
	600	\$ \$ \$ \$ \$ \$	-	\$ \$ \$ \$	-	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$	-
	500	\$	12,096.40	\$	-	\$	12,096.40
	400	\$	11,836.91	ŝ	-	s	11,836.91
	300	\$	69,824.33		-	\$	69,824.33
1000	200		6,385.96	\$		÷ S	6,385.96
7900	100	\$	16,875.39	\$		\$	16,875.39

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*	Florida Departmen Project Award		
1	PROJECT RECIPIENT	2	PROJECT NUMBER
L	Gadsden County School District		200-2633A-3CB01
3	PROJECT/PROGRAM TITLE	4	AUTHORITY
	IDEA Part B Entitlement TAPS 13C001		84.027A IDEA Part B K-12 Entitlement
5	AMENDMENT INFORMATION	6	PROJECT PERIODS
	Amendment Number: 1		D. J D. '. J. 07/01/2012 06/20/2012
	Type of Amendment: Roll Forward Increase Effective Date: 02/20/2013		Budget Period:         07/01/2012 - 06/30/2013           Program Period:         07/01/2012 - 06/30/2013
7	AUTHORIZED FUNDING	8	REIMBURSEMENT OPTION
1	Current Approved Budget: \$ 1,633,243.00	0	Federal Cash Advance
	Amendment Amount:		
	Estimated Roll Forward:	1	
	Certified Roll Amount: \$ 324,201.30		
	Total Project Amount: \$ 1,957,444.30		40)
9	TIMELINES		
	<ul> <li>Last date for incurring expenditures and issuing purchase</li> </ul>		
	• Date that all obligations are to be liquidated and final dis		
	<ul> <li>Last date for receipt of proposed budget and program am</li> </ul>		
-	<ul> <li>Refund date of unexpended funds; mail to DOE Comptro 944 Turlington Building, Tallahassee, Florida 32399-040</li> </ul>		325 w. Gaines Street,
	<ul> <li>Date(s) for program reports:</li> </ul>	<i>N</i> .	
10	DOE CONTACTS		11 DOE FISCAL DATA
1.0		Cor	nptroller's Office
	Phone: (850) 245-0475		D) 245-0401 DBS: 40 90 40
	Email: Virginia.Sasser@fldoe.org		EO: ED
	Grants Management: Unit C (850) 245-0496	_	Object: 720035
12	TERMS AND SPECIAL CONDITIONS		
	This project and any amendments are subject to the pro		
	Amendment Procedures for Federal and State Program Participation in Federal and State Programs.	ns (c	freen Book) and the General Assurances for
	<ul> <li>For federal cash advance projects, monthly expenditure</li> </ul>	es m	ust be submitted to the Comptroller's Office by the
	$20^{\text{th}}$ of each month for the preceding month's disbursen		
	System.		5 · · · · · · · · · · · · · · · · · · ·
	• FY 2012 roll forward funds must be satisfied in full by	the	end of FY 2013. To ensure all roll funds have been
	expended, the total amount of expenditures reported or		
	Accumulated 2012 Roll Forward amount authorized by		
	IDEA does not restrict the amount of funds a recipient		
	recommended that recipients roll no more than 20% of		
	are satisfied in the subsequent year for which funds mu	ISL D	e useq.
	Terms and Special Conditions continued on page 2		
	Terms and optional conditions contained on page -		
			ATT STOR
13	APPROVED:		
	1 00.		
	(IN. X-		3/17/13
	Authorized Official on behalf of Dr. Tony Bennett		Date of Signing
	Commissioner of Education		
DO	E 200		

# FLORIDA DEPARTMENT OF EDUCATION PROJECT AMENDMENT REQUEST

Please return to:	2003066682 QN2H 5: 04
Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallâhassee, Florida 32399-0400 (850) 245-0496	Date Received: BUREAU OF GRANTS MANAGEMENT PROGRAM NAME IDEA Part B Entitlement
A) Agency Name Gadsden County School District	B) Amendment Number 1
C) Amendment Type       Image: Program     Image: Budget	D) Project Number TAPS Number 200-2633A-3CBO1 13C001
E) Amendment F	Request Contact Information
Name: Sharon B. Thomas, ESE Director	Address: 35 Martin Luther King, Jr. Blvd., Quincy (32351)
Telephone: 850-627-9651	SunCom:
Fax: 850-627-5327	E-mail: thomass@gcpsmail.com
	juired Signature
0	Narrative
Memorandum of 12/5/12, the amendment ad	n roll forward funds. Based on the Comptroller's justs the existing budget. Also, the amendment: or parent involvement, which reclassifies the position increased to 100% time, to provide parent training and
consultations, and increase IEP attendance.	creased to 100% time, to provide parent training and
	ase a van to provide community-based instruction training). The van will only be used to transport
<i>¥</i>	
OE 150	

Revised 01/13

Dr. Tony Bennett, Commissioner

# FLORIDA DEPARTMENT OF EDUCATION



#### STATE BOARD OF EDUCATION

GARY CHARTRAND, Chair ROBERTO MARTINEZ, Vice Chair Members SALLY BRADSHAW AKSHAY DESAI, M.D. BARBARA S. FEINGOLD JOHN R. PADGET KATHLEEN SHANAHAN

## REC'D DEC 06 2012

Pam Stewart Commissioner of Education



December 5, 2012

Ms. Bonnie Wood

TO:

0.000

FROM:

Gadsden County School Board Matt Kirkland, Chief Comptroller

SUBJECT:

T: Individuals with Disabilities Education Act, Fiscal Year 2012 Roll Forward Funds

FOR YOUR INFORMATION, below are the 2012 certified roll forward funds for the Individuals	s with Disabilities Education Act, Part B.
Accumulated 2011 Roll Forward	240,839.40
IDEA 2012 Allocation	1,671,659.00
Adjustment	0.00
Total 2012 Funds Available	1,912,498.40
Less: Final 2012 Expenditures	1,613,997.14
Supplemental Distribution	25,700.04
**Approved Accumulated 2012 Roll Forward**	324,201.30 -
IDEA 2013 Allocation	1,633,243.00
Adjustment	0.00
Total Fiscal Year 2013 Funds Available	1,957,444.30

If the total FY 2013 funds available (above) are less than the project amount indicated in the project approval letter, no amendment is necessary; the project amount should be reduced to agree with the FY 2013 funds available. (The project amount cannot exceed the total FY 2013 funds available.) If the total FY 2013 funds available are greater than the project amount and you wish to utilize those additional funds, a budget amendment must be requested to increase the project to the total FY 2013 funds available. Budget amendments are requested using form DOE150. If the total FY 2013 funds available are equal to the project amount, the authority to encumber and/or expend the total project amount is now effective by receipt of this letter. If there are any questions regarding this roll forward, please contact Laura Levine at (850) 245-9217.

cc: Superintendent

cc: Virginia Sasser

MATT KIRKLAND

CHIEF COMPTROLLER, BUREAU OF THE COMPTROLLER

325 W. GAINES STREET . SUITE 914 . TALLAHASSEE, FLORIDA 32399-0400 . (850) 245-0401 . FAX (850) 245-9220

www.fldoc.org

### Page 15 of 116

A) Gadsden County School District District/Agency Name

B) 200-2633A-3CB01

Project Number

**TAPS** Number

1 C)

Amendment Number

### FLORIDA DEPARTMENT OF EDUCATION **BUDGET AMENDMENT NARRATIVE FORM**

	rrently Approved E) Total P	E) Total Project Amount resulting from this Budget Amendment § 1,957,444.30				
F) Line Item D FUNCTION	escription OBJECT	ACCOUNT TITLE AND NARRATIVE	3	FTE	AMOUNT	AMOUNT
5200	510	Purchase materials and supplies to ?		NA	99,000.00	
		improve SWD's achievement. This				
		also includes curriculum materials.	?			
5200	643	Purchase capitalized hardware to		NA	60,000.00	
		improve instruction of SWDs.				
6150	160	Pay salary of staff assistant for par	ent	1.00	14,003.30	
		involvement to promote IDEA.	?.			
6150	200	Pay benefits (Retirement, SS, Work	NA	5,000.00		
		Comp. and Insurance) % or \$	_			
6400	330	Pay travel of Specialists for training	1	NA	5,000.00	
		to promote IDEA compliance.				
7200	790	Pay indirect cost.		NA	3,349.00	
7800	652	Other Motor vehicles. Purchase one	e	NA	37,849.00	
		van to provide CBI and transport				
		SWDs (for transition training).				
		1			224,201.30	~
					Total	Total

Rev 2/26/13 See email W/descriptions from Gadsden Dr. Tony Bennett, Commissioner

DOE 151 Revised 01/13

	Florida Departme			
	Project Award	Not	fication Pre	01. 4226730
1	PROJECT RECIPIENT	2	PROJECT NUMBER	5
	Gadsden County School District		200-2673A-3CP01	
3	PROJECT/PROGRAM TITLE	4	AUTHORITY	
	IDEA Part B Entitlement TAPS 13C002		84.173A IDEA Part B	- Preschool
5	AMENDMENT INFORMATION	6	PROJECT PERIODS	
	Amendment Number: I		D. J D. ' 1	01/0010 05/00/0010
	Type of Amendment: Roll Forward Increase Effective Date: 02/20/2013			01/2012 - 06/30/2013
7	Effective Date: 02/20/2013 AUTHORIZED FUNDING	8	Program Period: 07/0 REIMBURSEMENT	01/2012 - 06/30/2013
7	Current Approved Budget: \$81,949.00	0	Federal Cash Advance	OPTION
	Amendment Amount:		redetat Cash Advance	
	Estimated Roll Forward:			
	Certified Roll Amount: \$82,193.93			
	Total Project Amount: \$164,142.93			
9	TIMELINES			
	· Last date for incurring expenditures and issuing purchase	e ord	ers:	06/30/2013
	• Date that all obligations are to be liquidated and final dis	burs	ement reports submitted:	08/20/2013
	· Last date for receipt of proposed budget and program am	endr	nents:	06/30/2013
	· Refund date of unexpended funds; mail to DOE Comptro	oller,	325 W. Gaines Street,	
	944 Turlington Building, Tallahassee, Florida 32399-040	)0:		
-	<ul> <li>Date(s) for program reports:</li> </ul>			
10	DOE CONTACTS			11 DOE FISCAL DATA
	BEESS: Virginia Sasser		ptroller's Office	
	Phone: (850) 245-0475	(850	)) 245-0401	DBS: 40 90 40
	Email: Virginia.Sasser@fldoe.org			EO: 73 Object: 720035
10	Grants Management: Unit C (850) 245-0496 TERMS AND SPECIAL CONDITIONS			Object: 720035
12		and	ures outlined in the Proje	at Application and
	<ul> <li>This project and any amendments are subject to the pro Amendment Procedures for Federal and State Program</li> </ul>			
	Participation in Federal and State Programs.	10 (0	reen book) and the oem	and house of the second s
	<ul> <li>For federal cash advance projects, monthly expenditure</li> </ul>	es m	ust be submitted to the Co	omptroller's Office by the
	20 <sup>th</sup> of each month for the preceding month's disbursen			
	System.			1 0
	• FY 2012 roll forward funds must be satisfied in full by	the	end of FY 2013. To ensu	all roll funds have been
	expended, the total amount of expenditures reported or			to or exceed the Approved
	Accumulated 2012 Roll Forward amount authorized by			
	<ul> <li>IDEA does not restrict the amount of funds a recipient</li> </ul>			
	recommended that recipients roll no more than 20% of			ensure that roll forward funds
	are satisfied in the subsequent year for which funds mu	ist be	usea.	
	Terms and Special Conditions continued on page 2			
	Terms and Special Conditions continued on page 2			
				THE MON
13	APPROVED:			AT THE SOL
				A A A A A A A A A A A A A A A A A A A
			3 4	
			12/2/12	
	- 1/au toude	-	Data af Simira	10 ST 10
	Authorized Official on behalf of Dr. Tony Bennett Commissioner of Education		Date of Signing	
	Commissioner of Education			
DO	E 200		The second se	

Rev. 06/12

Page 1 of 2

Page 17 of 116

# FLORIDA DEPARTMENT OF EDUCATION



STATE BOARD OF EDUCATION

GARY CHARTRAND, Chair ROBERTO MARTINEZ, Vice Chair Members SALLY BRADSHAW AKSRAY DESAI, M.D. BARBARA S. FEINGOLD JOHN R. PADGET KATHLEEN SHANAHAN

Pam Stewart **Commissioner** of Education

# REC'D DEC 0 6 2012 COUNTDOW

December 5, 2012

TO Ms. Bonnie Wood Gadsden County School Board FROM: Matt Kirkland, Chief Comptroller Mass 24 SUBJECT:

Individuals with Disabilities Education Act, Fiscal Year 2012 Roll Forward Funds

FOR YOUR INFORMATION, below are the 2012 certified roll forward funds for the Individuals with Disabilities Education Act, Part B Preschool.

Accumulated 2011 Roll Forward	43,502.69
Adjustment	0.00
IDEA 2012 Allocation	81,241.00
Total 2012 Funds Available	124,743.69
Less: Final 2012 Expenditures	42,549.76
**Approved Accumulated 2012 Roll Forward**	82,193.93-
IDEA 2013 Allocation	81,949.00 -
Adjustment	0.00
Total Fiscal Year 2013 Funds Available	164,142.93

If the total FY 2013 funds available (above) are less than the project amount indicated in the project approval letter, no amendment is necessary, the project amount should be reduced to agree with the FY 2013 funds available. (The project amount cannot exceed the total FY 2013 funds available.) If the total FY 2013 funds available are greater than the project amount and you wish to utilize those additional funds, a budget amendment must be requested to increase the project to the total FY 2013 funds available. Budget amendments are requested using form DOE150. If the total FY 2013 funds available are equal to the project amount, the authority to encumber and/or expend the total project amount is now effective by receipt of this letter. If there are any questions regarding this roll forward, please contact Laura Levine at (850) 245-9217.

cc: Superintendent

cc: Virginia Sasser

#### MATT KIRKLAND

CHIEF COMPTROLLER, BUREAU OF THE COMPTROLLER

325 W. GAINES STREET • SUITE 914 • TALLAHASSEE, FLORIDA 32399-0400 • (850) 245-0401 • FAX (850) 245-9220

www.fldoe.org

## FLORIDA DEPARTMENT OF EDUCATION PROJECT AMENDMENT REQUEST

Disease wetwoon the	DOE USE ONLY				
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building	DOE USE ONLY Date Received: PROGRAM NAME IDEA, Preschool Disabilities				
325 West Gaines Street Tallahassee, Florida 32399-0400 (850) 245-0496					
A) Agency Name Gadsden County School District	B) Amendment Number				
C) Amendment Type	D)         Project Number         TAPS Number           200-2673A-3CP01         13C002				
	nt Request Contact Information				
Name: Sharon B. Thomas, ESE Director	Address: 35 Martin Luther King, Jr. Blvd., Quincy (32351)				
Telephone: 850-627-9651	SunCom:				
Fax: 850-627-5327	E-mail: thomass@gcpsmail.com				
(B) ]	Required Signature				
Memorandum of 12/5/12, the amendment a a budget for substitute teachers to allow for	GNarrative d in roll forward funds. Based on the Comptroller's adjusts the existing budget. Also the amendment adds in r subs when a Pre-Kindergarten teacher is out, so that				
instruction may continue without interruptio	11.				

DOE 150 Revised 01/13



A) Gadsden County School District District/Agency Name B) 200-2673A-3CP01

Project Number

C) 1

Amendment Number

### FLORIDA DEPARTMENT OF EDUCATION BUDGET AMENDMENT NARRATIVE FORM

D) Total Project Amount Currently Approved <u>\$</u> 101,949.00			E) Total Project Amount resulting from this Budget Amendment § 164,142.93				
F) Line Item D FUNCTION	) Line Item Description FUNCTION OBJECT ACCOUNT TITLE A			FTE	AMOUNT INCREASE	AMOUNT DECREASE	
5200	140	Salary- Pay for substitute teachers		.10	500.00		
		when the Pre-k teacher	hen the Pre-k teacher is out		1.		
5200	510	Purchase materials and	NA	50,309.93 -	-?.		
		improve instruction of Pr	re-K SWDs				
5200	643	Purchase capitalized hardware (e.g.		NA	10,000.00		
		Smart Boards to improv	e instruction)				
7200	790	Indirect Cost		NA	1384.00		
					62,193.93 🗸	/	
					Total	Total	

DOE 151 Revised 01/13

Dr. Tony Bennett, Commissioner



### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>8a</u>

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Orders for Federal Projects

DIVISION: Federal Programs

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders from federal projects.

Vendor	<u>PO #</u>	Amount	Fund
Catapult Learning, LLC	184634	\$108,330.00	420
Catapult Learning, LLC	184635	\$108,330.00	420

FUND SOURCE.	Title   Dart A and Title   School Improvement
FUND SOURCE:	Title I Part A and Title I School Improvement

AMOUNT: \$216,660.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

## DATE

### 03/11/13

PURCHASE ORDER NO.

FEDERAL ID # 59-6000615

184634

TOTAL

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351 PHONE (850) 627-9651 FAX (850) 627-2760

www.qcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

#### VC04780000 VENDOR

CATAPULT LEARNING, LLC TWO AQUARIUM DR, STE 100 CAMBEN NJ 08103

### SHIP TO THIS ADDRESS

FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL / SUPERVISOR \*

COMPTROLLER

1

1

SUPERINTENDENT

UNIT PRICE

QUANTITY PRODUCT NO.

DESCRIPTION

SUMMER INSTITUTES FOR RISING 9TH GRADERS DURING THE SUMMER.

RISING 9TH GRADERS AT HAVANA MIDDLE, JAMES A SHANKS MIDDLE.

WILL PROVIDE CURRICULUM, TEACHERS AND OVERSIGHT.

6 WK PROGRAM, 4 DAYS/WK

WEST GADSDEN HIGH

ATTN: ROSE RAYNAK/DM

BOARD APPROVED

JUNE 2013

WHAT: WHEN: FEES: WHO:

108330.00 108330.00

PAY TERMS: NET 30

1

TOTAL 108,330.00

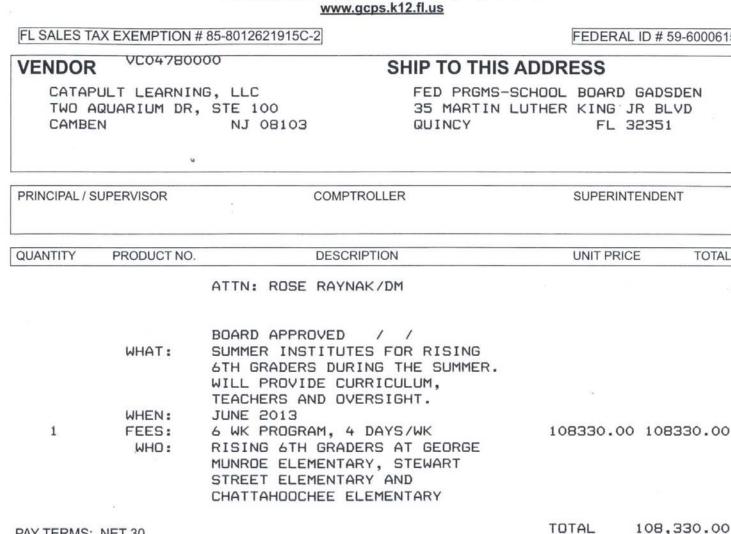
1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above. 2. [ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the

- CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRI	BUTION TO BE	E COMPLE	TED BY OR	GINATOR	TOTAL	108,330.00	FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	390	0211	4221236	100	48146.70	
420	5100	390	0061	4221236	102	24073.30	
420	5100	390	0051	4221230	100	36110.00	

VENDOR

### PURCHASE ORDER NO.



PAY TERMS: NET 30

- 1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- 2. [ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRI	BUTION TO BI	E COMPLE	TED BY OR	IGINATOR	TOTAL	108,330.00	FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	390	0041	4221236	100	60183.40	
420	5100	390	0201	4221236	100	30091.65	
420	5100	390	0151	4212621	100	18054.95	
							1

Page 23 of 116

THE SCHOOL BOARD OF GADSDEN COUNTY

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351

PHONE (850) 627-9651

03/11/13

DATE

### FEDERAL ID # 59-6000615

184635

TOTAL

FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD

FAX (850) 627-2760

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Order for Federal Projects

DIVISION: Federal Programs

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order from federal projects.

Vendor	<u>PO #</u>	Amount	Fund
Booksource	184621	\$50,765.40	420

FUND SOURCE:	Title I School Improvement
AMOUNT:	\$50,765.40
PREPARED BY:	Bonnie Wood

POSITION: Assistant Superintendent for Business Services

## THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

184621

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351

FL SALES IA	X EXEMPTION #	85-8012621915C-2		FEDERAL	ID # 59-6000615
VENDOR	VB091200	00		IIS ADDRESS	
BOOKS	OURCE 0X 952394	MD 631952394	FED PRG	1S-SCHOOL BOARD IN LUTHER KING J	
PRINCIPAL / S		COMPTRO	LLER	SUPERINT	FENDENT
QUANTITY	PRODUCT NO.	DESCRIPT	ION	UNIT PRIC	E TOTAL
		ATTN: ROSE RAYNAK	/DM		8
30 30 30 30 30 30 30 30	GK-STEM G1-STEM G2-STEM G3-STEM G4-STEM G5-STEM G6-STEM G8-STEM	SOLE SOURCE VENDOR KG S.T.E.M. CLASS IST S.T.E.M. CLASS 2ND S.T.E.M. CLASS 3RD S.T.E.M. CLASS 4TH S.T.E.M. CLASS 5TH S.T.E.M. CLASS 6TH S.T.E.M. CLASS 7TH S.T.E.M. CLASS BTH S.T.E.M. CLASS FREE SHIPPING & HO	ROOM LIBRAR SROOM LIBRAR SROOM LIBRAR SROOM LIBRAR SROOM LIBRAR SROOM LIBRAR SROOM LIBRAR SROOM LIBRAR	RY     145.19       RY     184.39       RY     152.77       RY     183.76       RY     228.14       RY     211.56       RY     219.26	4355.70         5531.70         4583.10         5512.80         6512.80         6844.20         6347.40         6578.40
] If box chec CURRENT YEA void after one y Notice to Vendo agrees to comp grantee includir	AR. NO FINANCIAL ear. br/Contractor: By acc y with Title 34 Section of the manner by who	t reflect the PO number. For prom of this PO, goods/services & im OBLIGATION continues after J ceptance of the contract/order in 6 on 80.36 Code of Federal Regula nich it will be affected and the bas tractor agrees to comply with Flo	voice must be rece June 30 of the CUR excess of \$10,000 an ations. Termination for is for settlement will	ived by the District no late RENT YEAR if the box is of and involving Federal Funds, or cause and for convenience be decided by the School B	the Vendor/Contra by the Vendor/Contra by the grantee of board of Gadsden
DISTRIBUTI FUND FU 420	¥	LETED BY ORIGINATOR CT CENTER PROJECT	TOTAL PROGRAM 100 100	50,765.40 FIN	IANCE DEPT US

VENDOR

### DATE

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03/06/13

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. \_\_\_\_\_8c

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Order for Federal Projects

DIVISION: Federal Programs

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order from federal projects.

Vendor	<u>PO #</u>	Amount	Fund
ASCD	184575	\$17,537.38	420

FUND SOURCE:	Title I Part A
AMOUNT:	\$17,537.38
PREPARED BY:	Bonnie Wood
POSITION:	Assistant Superintendent for Business Services

DATE 02/28/13		E SCHOOL BOARD OF MARTIN LUTHER KING, JR., BLV PHONE (850) 627-9651 www.gcps.k1	D. QUINCY, FLORIDA 323 FAX (850) 627-2760	PURCH	ASE ORDER NO. 184575
FL SALES TA	AX EXEMPTION #	85-8012621915C-2		FEDERAL II	D # 59-6000615
VENDOR	VA117300	SI	HIP TO THIS ADDR	ESS	
ASCD P O B BALTI	OX 79760 MORE	MD 212790760	FED PRGMS-SCHOOL 35 MARTIN LUTHER QUINCY		BLVD
PRINCIPAL / S	UPERVISOR	COMPTROLLER	2	SUPERINTE	NDENT
QUANTITY	PRODUCT NO.	DESCRIPTION		UNIT PRICE	TOTAL
Bal, App	oval:	ATTN: ROSE RAYNAK/DM			2
1 1	WHAT: COST:	PROFESSIONAL DEVELOP MATERIALS FOR ALL GA COUNTY SCHOOLS TOTAL COST W/ MEMBER SHIPPING AND HANDLIN	DSDEN DISCOUNT 14	544.70 992.68	16544.70 992.68

PAY TERMS: NET 30

TOTAL 17,537.38

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.

 [] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.

3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sut grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRI	BUTION TO BE	E COMPLE	TED BY OR	IGINATOR	TOTAL	17,537.38	FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	510	0151	4221235	100	1461.44	
420	5100	510	0231	4221235	100	1461.44	
420	5100	510	0071	4221235	100	1461.45	
420	5100	510	0041	4221235	100	1461.45	
420	5100	510	0141	4221235	100	1461.45	
420	5100	510	0171	4221235	100	1461.45	
420	5100	510	0091	4221235	100	1461.45	
420	5100	510	0061	4221235	102	1461.45	
420	5100	510	0211	4221235	102	1461.45	
420	5100	510	0191	4221235	100	1461.45	
420	5100	510	0201	4221235	100	1461.45	
420	5100	510	0051	4221235	100	1461.45	
				Page 27 c			

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Orders for Federal Projects

DIVISION: Federal Programs

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders from federal projects.

Vendor	<u>PO #</u>	Amount	Fund
First Book	184610	\$15,210.00	420
Juan V. Sierra	184543	1,500.00	420

FUND SOURCE:	Title I Part A Parent Involvement
AMOUNT:	\$16,710.00
PREPARED BY:	Bonnie Wood
POSITION:	Assistant Superintendent for Business Services

## THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

FEDERAL ID # 59-6000615

184610

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351 PHONE (850) 627-9651 FAX (850) 627-2760

www.gcps.k12.fl.us

### FL SALES TAX EXEMPTION # 85-8012621915C-2 VF02830000

VENDOR FIRST BOOK 1319 F. STREET, N.W. SUITE 1000 WASHINGTON

## SHIP TO THIS ADDRESS

FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL / SUPERVISOR

SUPERINTENDENT

15210.00 15210.00

TOTAL

UNIT PRICE

QUANTITY PRODUCT NO.

DESCRIPTION

FREE READING BOOKS FOR ALL

ATTN: ROSE RAYNAK/DM

SHIPPING AND HANDLING

WHAT:

STUDENTS IN GADSDEN COUNTY SCHOOLS

1

PAY TERMS: NET 30

TOTAL 15,210.00

- 1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above. 2. [ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRI	BUTION TO BI	E COMPLE	TED BY OF	RIGINATOR	TOTAL	15,210.00	FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	6150	510	0151	4221232		1002.60	
420	6150	510	0041	4221232		1002.60	
420	6150	510	0141	4221232		1002.60	
420	6150	510	0171	4221232		1002.60	
420	6150	510	0091	4221232		1002.60	
420	6150	510	0191	4221232		1002.60	
420	6150	510	0201	4221232		1002.60	
420	6150	510	0061	4221232		1540.35	
420	6150	510	0211	4221232		1540.35	
420	6150	510	0051	4221232		2555.55	
420	6150	510	0071	4221232		2555.55	
							1

DC 20004 COMPTROLLER

DATE

03/06/13

DICT: 90 EV. 19

19 DEALEON EAD DEDALLAR ADDED

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

02/21/13

VENDOR

PURCHASE ORDER NO.

184543

TOTAL

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351 PHONE (850) 627-9651 FAX (850) 627-2760

www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

JUAN SIERRA CARPENTRY P 0 BX 717/538 JACKSON FEDERAL ID # 59-6000615

### SHIP TO THIS ADDRESS

FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

PRINCIPAL / SUPERVISOR

GREENSBORD

JUAN V. SIERRA

COMPTROLLER

SUPERINTENDENT

UNIT PRICE

QUANTITY PRODUCT NO.

DESCRIPTION

ATTN: ROSE RAYNAK/DM

FL 32330

WHAT: SERVICES FOR INSTALLING PARENT FRIENDLY CABINETS IN THE PARENT RESOURCE MOBILE UNIT. CABINETS WILL HOLD READING BOOKS AND MATERIALS FOR EASY ACCESS AS WELL AS SERVE AS EXTRA SAFETY MEASURES WHILE TRAVELING. 5 FEES: MATERIALS AND LABOR 1500.00

PAY TERMS: NET 30

1

TOTAL 1,500.00

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.

- [] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sul grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRI	BUTION TO BI FUNCTION	E COMPLE OBJECT	TED BY OR CENTER	IGINATOR PROJECT	TOTAL PROGRAM	1,500.00 AMOUNT	FINANCE DEPT USE EXPENDITURE
420	6150	390	9001	4221232		1500.00	
1	1	/	/	1			
				Page 30 of	116		

LIPPLIPS

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. \_\_\_\_\_\_

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Orders for Federal Projects

DIVISION: Federal Programs

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders from federal projects.

Vendor	<u>PO #</u>	Amount	Fund
Tallahassee Community College	184608	\$11,707.00	420
Tallahassee Community College	184609	\$11,707.00	420

FUND SOURCE: Title I Part A

AMOUNT: \$23,414.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

Page 32 of 116

THE SCHOOL BOARD OF GADSDEN COUNTY PURCHASE ORDER NO.

184608

TOTAL

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351 PHONE (850) 627-9651 FAX (850) 627-2760

www.gcps.k12.fl.us

### FL SALES TAX EXEMPTION # 85-8012621915C-2 VT00641000

T C C-CONTRACTS & GRANTS

### SHIP TO THIS ADDRESS

FED PRGMS-SCHOOL BOARD GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351

444 APPLEYARD DRIVE TALLAHASSEE FL 323042895

TALL COMM COLL-CONTRACTS/GRNTS

PRINCIPAL / SUPERVISOR

COMPTROLLER

DESCRIPTION

SUPERINTENDENT

UNIT PRICE

FEDERAL ID # 59-6000615

QUANTITY PRODUCT NO.

ATTN: ROSE RAYNAK/DM

CONTRACT SVCS 3/18-21/2013 1 WHAT: ACADEMIC ENRICHMENT CAMP FOR 11707.00 11707.00 5TH GRADE STUDENTS DURING 2013 SPRING BREACK. THE CAMP WILL FOCUS ON SCIENCE AND OTHER EDUCATIONAL EXPERIENCES THAT WILL PREPARE STUDENTS FOR ACADEMIC SUCCESS THROUGH HANDS ON, INQUIRY-BASED LEARNING EXPERIENCES. WHEN: MARCH 18-22, 2013 (7:30-5:30)

PAY TERMS: NET 30

TOTAL 11,707.00

- 1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- 2. [] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

FUND	BUTION TO BI FUNCTION	OBJECT	CENTER	PROJECT	TOTAL PROGRAM	11,707.00 AMOUNT	FINANCE DEPT USE EXPENDITURE
420	-6300	310	9001	4221230		11707.00	
/	6100	/	/	1			
						-	
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### VENDOR

DATE 03/06/13

VENDOR

		TH	<b>IE SCHOOL BOARD</b>	OF GADSDEN C	OUNTY	
	DATE			OF ONE OF EITO		ASE ORDER NO.
C	3/06/13					184609
		35 N	ARTIN LUTHER KING, JR., PHONE (850) 627-9651 www.gct			
	FL SALES TA	X EXEMPTION #	85-8012621915C-2		FEDERAL II	D # 59-6000615
	VENDOR	VT006410	00	SHIP TO THIS A	DDRESS	
	T C C 444 A	-CONTRACTS PPLEYARD DR			CHOOL BOARD G JTHER KING JR FL 32	BLVD
	PRINCIPAL / SI	JPERVISOR	COMPTRO	LLER	SUPERINTER	NDENT
	QUANTITY	PRODUCT NO.	DESCRIPT	TON	UNIT PRICE	TOTAL
			ATTN: ROSE RAYNAK	/DM		
	1	WHAT:	CONTRACT SVCS 3/1 ACADEMIC ENRICHME STUDENTS IN GRADE 2013 SPRING BREAK WILL FOCUS ON SCI OTHER EDUCATIONAL THAT WILL PREPARE ACADEMIC SUCCESS ON, INQUIRY-BASED EXPERIENCES. MARCH 18-22, 2013	NT CAMP FOR S 6-8 DURING . THE CAMP ENCE AND EXPERIENCES STUDENTS FOR THROUGH HANDS LEARNING	11707.00	11707.00
	PAY TERMS:					11,707.00
1. 2.	[ ] If box check CURRENT YEA	ked and you accep R. NO FINANCIAL	reflect the PO number. For pron t this PO, goods/services & in OBLIGATION continues after .	voice must be received by	the District no later t	han June 15 of the
3.	agrees to compl grantee including	r/Contractor: By acc y with Title 34 Section g the manner by wh	eptance of the contract/order in on 80.36 Code of Federal Regula ich it will be affected and the bas tractor agrees to comply with Flo	ations. Termination for cause sis for settlement will be dec	e and for convenience b ided by the School Boa	by the grantee or su rd of Gadsden

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DISTRI	BUTION TO BI	E COMPLE	TED BY OR	IGINATOR	TOTAL	11,707.00	FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	6300	310	9001	4221230		11707.00	
/	6100	-	r	/			
			-				
						2	

VENDOR

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Purchase Order for Capital Improvements

DIVISION: Maintenance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order for architectural services

Vendor	<u>PO #</u>	Amount	Fund
Clemons, Rutherford & Associates	184588	\$14,950.00	379

FUND SOURCE: Capital Improvements Fund 379

AMOUNT: \$14,950.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

### THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

184588

TOTAL

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351 FAX (850) 627-2760 PHONE (850) 627-9651 www.gcps.k12.fl.us

### FL SALES TAX EXEMPTION # 85-8012621915C-2

### FEDERAL ID # 59-6000615

#### VC10350000 VENDOR

### SHIP TO THIS ADDRESS

CLEMONS, RUTHERFORD & ASSOC INC P 0 BOX 13739 TALLAHASSEE FL 323173739 MAINTENANCE DEPARTMENT 805 SOUTH STEWART STREET QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT

UNIT PRICE

QUANTITY PRODUCT NO. DESCRIPTION

	ARCHITECTURAL SERVICES FOR THE		
	REMODELING OF HAVANA MIDDLE		
	SCHOOL PRE-K - EIGHT.		
11	INVOICES PAID AS SUBMITTED	1245.83	13704.13
1	***	1245.87	1245.87

PAY TERMS: NET 30

#### TOTAL 14,950.00

- 1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- 2. [ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- 3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR			TOTAL	14,950.00	FINANCE DEPT USE			
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE	
379	7400	381	0061	0079		14950.00		
							3	
					0.116			
Page 35 of 116								

VENDOR

DATE

02/28/13

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEM: Memorandum of Understanding – CIS of Florida DIVISION:

This is a CONTINUATION of a current project, grant, etc.

### PURPOSE AND SUMMARY OF ITEM.

Renewal of annual Memorandum of Understanding with Communities in Schools of Florida to provide the establishment and operation of a local project under the AmeriCorps VISTA program pursuant to Title I, Part A of the Domestic Volunteer Service Act. The primary purpose of this MOU is for the Gadsden County Schools to provide the site with up to (20) AmeriCorps VISTA members (serving as Parent Liaisons) to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the Project Application. The Project Application if incorporated in this MOU by reference.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rose Raynak

POSITION: Director of Federal Programs

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_\_ CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_\_

REVIEWED BY: Hagnah

### MEMORANDUM OF UNDERSTANDING

Communities In Schools of Florida 444 Appleyard Drive Tallahassee, FL 32304 (850) 201-9756 Project Director: Lois Gracey Project Number: (850) 201-9750 & Gadsden County School District 35 Martin Luther King Jr Boulevard Quincy, FL 32351 (850) 627-9651 Director: Rose Raynak AmeriCorps\*VISTA Supervisor: Rose Raynak

This Memorandum of Understanding, hereinafter referred to as "the MOU", between the two above-captioned parties: 1) **Communities In Schools of Florida**; hereafter referred to as "Sponsor" and 2) **Gadsden County School District**, hereafter referred to as "Site," sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps\*VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951 <u>et seq</u>.), hereinafter referred to as "the Act". The primary purpose of this MOU is for the Sponsor to provide the Site with up to twenty (20) AmeriCorps\*VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this MOU by reference.

The MOU provides for the assignment of up to twenty (20) AmeriCorps\*VISTA members supported by the Sponsor.

This MOU is not intended to be a formal contract between the agencies/parties, but rather an expression of understanding to facilitate cooperation on matters as outlined herein.

## I. GENERAL PROVISIONS

### 1. Duration of This MOU

This MOU is for one year, and shall become effective on the date after execution of this MOU. The date of execution of this MOU is the date that the final signatory for either party signs and dates this MOU. This MOU is subject to performance of the terms as set forth in this MOU, below in Part II. Activity on the project shall be deemed to have begun on **05/19/2013** and shall end thereafter on **05/17/2014**, unless terminated sooner by either or both of the parties. It is the intent that this MOU will be renewed in May 2014 and continues for another year; this is pending available resources from the CNCS VISTA State Office and not Communities In Schools of Florida.

## 2. Status of VISTA Members During Service

- a. AmeriCorps\*VISTA members are eligible for all benefits and coverage's provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).
- b. AmeriCorps\*VISTA members shall not be considered employees of the Sponsor or the Site. AmeriCorps\*VISTA members are deemed employees of the federal government
- c. AmeriCorps\*VISTA members are non-sworn individuals with no rights or authority to take any law enforcement action or effect arrest.

## **II. RESPONSIBILITIES OF THE PARTIES**

- 1. Sponsor Responsibilities. The Sponsor will:
  - a. Assign AmeriCorps\*VISTA members to the Site and assign replacements for any AmeriCorps\*VISTA members who resign, or transfer to other projects, or are terminated.
  - b. Provide technical assistance to the Site in planning, development, and implementation of the project.
  - c. Periodically review and assist the Site's use of AmeriCorps\*VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative.
  - d. Promptly respond to written requests by the Site to remove any AmeriCorps\*VISTA member from the project.

## 2. Site Obligations. The Site will:

- a. Assist in the recruitment of applicants to become AmeriCorps\*VISTA members-
- b. Accept an assigned AmeriCorps\*VISTA member as a volunteer, subsequent to a successful law enforcement background investigation.
- c. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps\*VISTA members at the beginning of their service.

- d. Assist in the provision of pre-service, early service, and in-service training, as specified in the Project Narrative.
- e. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- f. Operate the project in accordance with the project application, including the budget that states the Site's reimbursement to the Sponsor for the subsistence allowances of all AmeriCorps\*VISTA members assigned to the Site who are subject to cost-share. The current cost-share (administrative fee) is \$5000 annually and is subject to increase not more than \$6000 with the addition of new members throughout the fiscal year. The site will make every reasonable effort to provide the Sponsor the annual cost prior to any members attending the required Pre-Service Orientation for AmeriCorps VISTA. All cost-share amounts are final and not pro-rated if a member terminates early for any reason.
- g. Engage in best efforts to accomplish the goals and objectives set out for the AmeriCorps\*VISTA members in the Project Narrative, and comply with the Assurances included within the Project Application (Narrative).
- Provide on-the-job transportation and other project support as specified in the Project Narrative and paragraph 4 ("Joint Responsibilities") of this Part of the MOU.
- Supervise the AmeriCorps\*VISTA members as described in the Project Narrative and paragraph 4 ("Joint Responsibilities" of this Part of the MOU).
- j. Abide by the appropriate task set forth by the Sponsor and avoid assigning VISTA Members Direct Service assignments or inappropriate tasks. (A list of inappropriate tasks can be found in the Supervisors manual on pages 71-72.
- k. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps\*VISTA members and the project as the Sponsor may request. The Site agrees to retain such records as the Sponsor may request for a period of three years after completion or termination of the project, or longer if requested for administrative proceedings and/or litigation purposes, and to provide access to such records to the Sponsor for the purpose of litigation, audit or examination.
- 1. Notify the Sponsor of any changes in writing to the VISTA Member's Assignment Description, supervisor, site.

- m. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps\*VISTA members in planning, developing, and implementing the project.
- n. Report to the Sponsor, within 24 hours, the unscheduled departure of AmeriCorps\*VISTA members, and otherwise keep the Sponsor timely informed of unscheduled changes of status and conditions of AmeriCorps\*VISTA members, such as arrests, hospitalization, and absence without leave.
- o. Submit Project Progress Reports within the required time frame. Currently The Sponsor operates on a monthly progress report schedule that is to be completed by the VISTA member and turned in by the Site Supervisor no later than the 5<sup>th</sup> business day of every month.
- p. Submit on-site training (OST) plans to the Sponsor prior to the starting date of such training. On-site training must occur and be completed within the first two to four weeks of an AmeriCorps\*VISTA member's assignment to the Site.
- q. Make every reasonable effort to ensure that the health and safety of AmeriCorps\*VISTA members are protected during the performance of their assigned duties. The Site shall not assign or require AmeriCorps\*VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- r. In the event of a locally- and/or nationally- declared disaster, and with direction from the Sponsor be responsible for providing AmeriCorps\*VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed. All AmeriCorps\*VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps\* VISTA members and Sponsors and Sites shall continue while on special disaster relief assignment as if the AmeriCorps\*VISTA members are in traditional service at the originally assigned site.
- s. Allow AmeriCorps\*VISTA members to participate in Days of Service, <u>e.g.</u>, Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.

## 3. Joint Responsibilities

- a. Site has primary responsibility for recruiting AmeriCorps\*VISTA members with support from the Sponsor.
- b. The Sponsor and Site will cooperate together in all in-service trainings.

c. The Sponsor nor the site do not have authority to terminate a VISTA member and will request removal of a member should a situation arise that deems it necessary.

## 4 Nondiscrimination

## a. General Prohibition

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps\*VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

## b. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from the Corporation, the Site is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- (1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Site, its agents or supervisory employees should have known of the acts.
- (2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- (3) Acts of sexual harassment toward fellow AmeriCorps\*VISTA members or non-employees, where the Site, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

## 5. Delegation and Subcontracting

The Site is prohibited from delegating or assigning any of its obligations or duties contained in this MOU.

## 6. Supplemental Payments Prohibited

Monetary subsistence allowances provided to AmeriCorps\*VISTA members are designed to permit AmeriCorps\*VISTA members to live at or below the economic level of the persons served, as required by law. The Site is strictly prohibited from supplementing these allowances.

## 7. Prohibitions of Use of Corporation Assistance By Site

The Site agrees that no AmeriCorps\*VISTA member assigned to the Site, under this MOU, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

## 8. The Sponsor further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign AmeriCorps\*VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps\*VISTA members or from beneficiaries for the services of AmeriCorps\*VISTA members.
- d. Approve the involvement of any AmeriCorps\*VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

## **III. LIABILITY**

- To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the parties agree to indemnify and hold harmless each other from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of either party, including but not limited to costs and a reasonable attorney's fee. Neither party shall be deemed to assume any liability for the acts, omissions to act and negligence of servants and employees.
- 2. The Site does not waive its sovereign immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

3. The Sponsor and the Site agree that the AmeriCorps\*VISTA member that has been assigned to the Site for participation in the local project as defined in the opening paragraph of this MOU, is not an employee of the Site, but rather an employee of the federal government as defined in Section I.2.a., herein, and therefore, the Site shall not be deemed to assume responsibility for the acts. omissions, or conduct of the AmeriCorps\*VISTA member while engaged in rendering services pursuant to this MOU.

## **IV. TERMINATION**

1. This MOU may be terminated without cause by either party upon 30 days written notice provided to the non-terminating party by the terminating party.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this MOU and agree that this MOU will become effective on the aforementioned date.

COMMUNITIES IN SCHOOLS OF FLORIDA

BY: \_\_\_\_\_\_(Sponsor Signature)

Name: Lois L. Gracey (Print)

Title: CISFL State Director

Date:

Address: 444 Appleyard Drive Tallahassee, FL 32304

Phone: (850) 201-9750

Gadsden County School District

BY: \_\_\_\_\_\_\_\_(Responsible Party)

Name: Rose Raynak (Print)

Title:

Date: \_\_\_\_\_

Address: 35 Martin Luther King Jr Boulevard Quincy, FL 32351

Phone: (850) 627-9651

### SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: GASB 45 OPEB Contract

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached contract for actuarial services for compliance with Governmental Accounting Standards Board (GASB) Statement No. 45 which requires local governmental employers to include postemployment benefits as part of financial reporting.

This contract would join the other members of PAEC in procuring the services of Gabriel, Roeder, Smith & Company to perform the actuarial calculations necessary to comply with GASB 45 OPEB. The portion for the Gadsden County School District is \$9,493.00 that would be paid in two installments.

FUND SOURCE: General Fund

AMOUNT: \$ 9,493.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THIS CONTRACT is entered into by and between the Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractee", and Gabriel, Roeder, Smith & Company (GRS), One East Broward Blvd., Suite 505, Ft. Lauderdale Florida 33301 hereinafter called "contractor," entitled RM/PC/Surplus.

The contract will commence October 1, 2012 and will continue until September 30, 2014. Tony Ganstine will direct the activities of the contract.

The Contractee agrees to compensate contractor for the amount of \$142,400 in accordance with the chart in the attached GRS engagement letter for 16 participating districts including PAEC. PAEC will pay GRS in two installments upon completion of the following for each participating district and PAEC: \$71,200 once all engagement letters are fully executed and \$71,200 upon transmittal of the final report. This payment will be made in accordance with Marion County RFP #3033JD awarded to GRS on October 10, 2006.

The 11 participating PAEC Risk Management Consortium member districts (Calhoun, Franklin, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Wakulla, Walton, and Washington) will each be billed \$8,900 by PAEC in two installments as follows for reimbursement of funds paid to GRS: \$4,450 once all engagement letters are fully executed and \$4,450 upon transmittal of each participating district's final report.

The 4 participating districts who are non-members of the PAEC Risk Management Consortium (Gadsden, Nassau, Suwannee, and Taylor) will each be billed a total \$9,493 by PAEC (\$8900 for GRS services plus \$593 for consortium services as outlined in the GRS engagement letter) in two installments as follows for reimbursement of funds paid to GRS: \$4,746.50 once all engagement letters are fully executed and \$4746.50 upon transmittal of each participating district's final report.

The PAEC Risk Management Advisory Council approved on January10, 2013, for the cost of PAEC's report (\$8,900) to be paid from RM/PC/Surplus funds in exchange for the services PAEC will provide as outlined in the GRS engagement letter.

The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428. Lele Brock shall approve submitted material and invoices before payment is made.

PAEC will not be responsible for payment of any Worker's Compensation claims to the contractor or any employee of the contractor. The contractor understands that he/she is an independent contractor.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board, District of Record, for approval.

The services provided through this contract are stipulated as follows:

The contractor, Gabriel, Roeder, Smith & Company (GRS) will:

1. Provide services according to the attached GRS engagement letter.

The contractee, Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board will:

1. Provide services according to the attached GRS engagement letter.

This contract is subject to the requirements of EDGAR Subpart 80 C Financial Administration – Sec. 80.35 Subawards to debarred and suspended parties.

a. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void. By Executive Order 12549 and 12689, "Debarment and Suspension."

The contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Grantee's risk assuming full responsibility for completion of services stipulated. The contractor is the party providing the services; the contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

#### 287.058 -

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- a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
  - c. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).

(2) The agency head and the contractor prior to the rendering of any contractual service shall sign the written agreement.

#### 287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

#### 1012.465-

(1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Laws of the United States of America, in particular those provisions for procurement -Contract Administration described in Title 34, Section 80.36(i), Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the grantee, the subgrantee, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The contractor understands that grantee will give the contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in the grantee funding allocations. The contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

#### OMB Circular A-133 Audit Requirements

- A. If the contractor is a non-Federal entity that, during the effective period of this contract, expends \$500,000 or more in a year in Federal awards, the contractor shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 (the Circular). Guidance on determining Federal awards expended is provided in § 205 of the Circular.
- B. When the schedule of findings and questioned costs disclose audit findings relating to this contract or when the summary schedule of prior audit findings reports the status of any audit findings relating to this contract, a copy of the Reporting Package (as defined in the circular) must be submitted to PAEC within 30 days after the contractor's receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the contractor's cognizant audit agency.
- C. When the contractor is not required to submit the Reporting Package pursuant to the Paragraph B above, the contractor shall submit to PAEC written notification that:
  - 1. An audit of the contractor was conducted in accordance with OMB Circular A-133, including timely filing;
  - The schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that PAEC provided;
  - The summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that PAEC provided;
  - 4. No material issues of non-compliance were reported; and
  - 5. No reportable conditions related to internal controls were reported.

The contractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by PAEC. The contractor may submit to PAEC a copy of the Reporting Package described in Paragraph B above to comply with the notification requirements of this Paragraph C.

The address to which the foregoing shall be submitted is

PAEC ATTN: Lele Brock 753 West Blvd. Chipley, FL 32428

#### Non-discrimination

The contractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meet the requirements of 28 CFR 42.301.

#### Force Majeure

Neither party shall be in breach of this contract if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

IN WITNESS WHEREFORE, the parties have executed this CONTRACT/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee	Contractor
Herbert J. Taylor, Superintendent Washington County School Board	Theora P. Braccialarghe, FSA, MAAA Gabriel, Roeder, Smith, & Company (GRS)
Date	Date
	_ 38-1691268
Patrick L. McDaniel, Executive Director Panhandle Area Educational Consortium	Social Security # or Federal ID #
59-6000898	
Social Security # or Federal ID#	

WCSB Date:

Superintendent of Participating District

# GRS

Gabriel Roeder Smith & Company Consultants & Actuaries One East Broward Blvd. Suite 505 Ft. Lauderdale, FL 33301-1872

954.527.1616 phone 954.525.0083 fax www.gabrielroeder.com

October 8, 2012

Mr. Patrick L. McDaniel, Executive Director Panhandle Area Educational Consortium 753 West Boulevard Chipley, Florida 32428

### Re: Actuarial Services Required under GASB Statement No. 45 OPEB (Other Post-Employment Benefits) for Districts Participating in Gateway

Dear Mr. McDaniel:

Gabriel, Roeder, Smith & Company (GRS) is pleased to provide actuarial services to each Participating District, including PAEC itself, in the Gateway program sponsored by the Panhandle Area Educational Consortium. By signing at the end of this Engagement Letter, all three parties (GRS, the District and the Consortium) agree to the terms set forth below. With respect to the actuarial services described herein for each District, the principal client of GRS is each respective District.

#### GRS

- GRS agrees to provide telephone assistance and training, as needed, to Consortium staff regarding the OPEB Data Request and the Summary of OPEB Plan Provisions and any other related matters.
- 2. GRS agrees to perform an actuarial valuation of each participating District's OPEB as of October 1, 2012, pursuant to GASB Statement No. 45 and to prepare a separate formal report for each participating District. This report will constitute the deliverable under this agreement for each participating District. The report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 45 with respect to its financial statements for the fiscal year ending June 30, 2013. This report will be prepared assuming the participating District continues its OPEB plan on an unfunded (no OPEB Trust) basis for such fiscal year.
- 3. GRS will perform each District's actuarial valuation in accordance with the relevant Actuarial Standards of Practice and Code of Professional Conduct, as adopted by the Actuarial Standards Board. In addition, the results of each such actuarial valuation may be used in the preparation of the respective District's financial statement and in accordance with GASB Statement No. 45 and the related Comprehensive Implementation Guide.
- 4. The report will include results for two years' reporting requirements: fiscal years ending June 30, 2013 and 2014. This is similar to the prior engagement. No additional work or fees are necessary in the off-year unless there are "significant changes" as described by GASB.
- The contents of each separate actuarial valuation report (for each participating District) will include:
  - a. An inside cover letter signed by the lead actuary,
  - b. An Executive Summary

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- c. A section with charts and tables presenting a summary of valuation results and actuarial numbers which can be used in preparing the financial statement for the fiscal year ending June 30, 2013. These charts and tables will include, at a minimum:
  - i. The Annual Required Contributions (ARC) and the Annual OPEB Cost (AOC). These are the actual numbers which can be used in preparation of such financial statement.
  - ii. The report will include the *expected* employer contribution. This number will be the actual number used for employer contributions in such financial statement for fully insured benefits. However, it is merely an estimate of what is expected to be the employer contribution in such financial statement for self-insured benefits. The actual employer contribution (for self-insured benefit plans) to be reflected in the financial statements will be determined by the participating District based on instructions provided by GRS in the report or other communications and based on actual claims and other information provided by the claims payer.
  - iii. The report will include the *expected* Net OPEB Obligation (NOO) for the year. Again, this will be the actual number used for the NOO in such financial statement for fully insured benefits, but only an estimate for self-insured benefits included.
  - iv. The report will include the Actuarial Accrued Liability (AAL) as of October 1, 2012.
- d. A section presenting information on the Development of Per Capita Costs employed in the report.
- e. A section presenting all relevant Actuarial Assumptions and Methods employed in the Report.
- f. A section presenting the Summary of OPEB Plan Provisions.
- g. An appendix containing various disclosures necessary for reporting costs and liabilities pursuant to GASB Statement No. 45 for the two fiscal years ending June 30, 2013 and 2014.
- A final version of the report for each District will be forwarded to the designated representative at each such District.
- For the year ending June 30, 2014, GRS will review any plan changes communicated by the Consortium and provide the District with advice concerning whether they qualify as "significant changes" according to GASB, in which case a new or updated actuarial valuation would be required for the year ending June 30, 2014.
- 8. GRS will be available to any participating District which requests additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 7, above, with

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respect to the actuarial valuation as of October 1, 2012 with results applicable to the fiscal years ending June 30, 2013 and 2014. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:

- a. While this actuarial valuation report will provide results for two fiscal years' reporting requirements, June 30, 2013 and 2014, GASB requires a new or updated actuarial valuation in the event of any "significant changes". GRS will provide additional valuation services if requested by the District in order to perform a new or updated actuarial valuation in the event that "significant changes" have occurred.
- b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
- c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.
- On-site meetings at the District's own location for presentations or educational workshops for District staff, Committees or Board.
- e. Other benefits consulting.

These would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

9. GRS will bill the Consortium for the Base Fee (described at the end of this Engagement Letter) for the initial actuarial valuation report described in items 1 through 7, above.

#### Participating District

- 10. The participating District's management will appoint a primary representative responsible for this GASB Statement No. 45 project, at the District level. For example, for many Districts, this might be the Finance Director. While there may be other individuals at the District with whom Consortium and GRS staff may have contact and while the Consortium staff has numerous responsibilities and duties to conduct themselves, this individual should be considered the primary District contact responsible for the project, at the District level.
- 11. The participating District agrees to provide the Consortium with the authorization necessary for it to receive all requested data, documents or reports from Florida Retirement System and from each relevant insurance company, health maintenance organization, prescriptions benefit manager, or third party administrator.

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- 12. The participating District agrees to provide the Consortium with a signed representation letter attesting to the reasonable steps it has taken to ensure that all member census, data, documents, reports, and other information it provides to the Consortium are complete and accurate, and that the Consortium and GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.
- 13. The participating District may request additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 7, above, with respect to the actuarial valuation as of October 1, 2012 with results applicable to the fiscal years ending June 30, 2013 and 2014. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:
  - a. While this actuarial valuation report will provide results for two fiscal years' reporting requirements, June 30, 2013 and 2014, GASB requires a new or updated actuarial valuation in the event of any "significant changes". GRS will provide additional valuation services if requested by the District in order to perform a new or updated actuarial valuation in the event that "significant changes" have occurred.
  - b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
  - c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.
  - d. On-site meetings at the District's own location for presentations or educational workshops for District staff, Committees or Board.
  - e. Other benefits consulting.

These would not part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

- 14. Any participating District with self-insured benefits is responsible for determining its own "employer contributions" for offsetting against its Annual OPEB Cost for each fiscal year, FY13 and later. Any participating District with fully insured benefits will be able to use the "employer contributions" provided by GRS for FY13 and later.
- 15. The participating District is responsible for drafting any narrative portions of its own Notes to Financial Statements relating to GASB Statement No. 45 OPEB, subject to templates or other guidance provided by the Florida Department of Education.

> The participating District may release copies of the deliverable (the Actuarial Report) to other parties, but only in its entirety.

#### Consortium

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- The Consortium will collect all member census data requested by GRS, reformat and consolidate such data to conform to the specifications provided by GRS in the OPEB Data Request and forward such data to GRS.
- 18. The Consortium agrees to (a) gather and review benefits documents and information from each participating District, (b) forward the previous year's Summary of OPEB Plan Provisions provided by GRS to each participating District, (c) interview staff at each participating District concerning any changes or updates to the Summary, (d) obtain and forward to GRS a signed copy of the Summary with any changes or updates from each District, and (e) obtain from each District and forward to GRS the representation letter(s) using the template language GRS provides.
- 19. With respect to each relevant fully insured health-related benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each insurance company or health maintenance organization, as are necessary for GRS to assess the respective loss ratios associated with each such benefit plan.
- 20. With respect to each self-insured benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each claims payor (insurance company, health maintenance organization, prescription manager, third party administrator, etc.), as necessary, for GRS to develop total expected benefit costs (for claims, capitation and otherwise) incurred for each such benefit plan.
- 21. The Consortium agrees to provide GRS with a signed representation letter on its own letterhead attesting to the reasonable steps it has taken to ensure that all member census data, documents, reports and other information it provides to GRS are complete and accurate, and that GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.

#### Fees Payable to GRS

22. In the previous engagement for these actuarial services, GRS charged <u>\$9,600</u> for the two years of services (down significantly from the prior engagement).

In this updated engagement, GRS agrees to charge <u>\$8,900</u> for each participating District (including the Consortium itself) for the two years of services provided all 15 such Districts participate. This is a fee reduction of over 7%. Like in the previous valuation, we will incorporate an Appendix in our Report that includes results for the off-year. Therefore, no additional letter report or fee is required for the off-year, unless the District requests additional assistance in the preparation of its financial statement or because "significant changes" have occurred. For the actuarial valuation reports prepared as of October 1, 2012 and which provide

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Number of Participating Districts (including PAEC)	Base Fee per District Accepting (2- yr Fee)	Total Base Fee (2 yr Fee)
15	\$8,900	\$133,500
14	8,900	124,600
13	9,400	122,200
12	9,400	112,800
11	9,800	107,800
10 or less	9,800	NA

results applicable to the fiscal year July 1, 2013 and 2014, the Consortium will pay to GRS the Base Fee, as determined according to the following chart.

Once it is known how many Districts will be participating and once Engagement Letters are fully executed for each such District, one-half of the Total Base Fee will be billed, due and payable from the Consortium. This is the same procedure as in the previous engagement. The balance will be billed, due and payable from the Consortium upon the transmittal of each participating District's draft Report.

Additional actuarial and consulting services may be engaged from GRS by each participating District individually and directly, as needed.

#### All Parties

To reduce litigation fees for all parties and in keeping with good business practices and, all parties agree to arbitration in the event of a dispute over performance, and waiver of jury in the event of trial.

This Engagement Letter may be renewed with the agreement of all parties for the purposes of each additional bi-annual actuarial valuation. The next such actuarial valuation would be scheduled as of October 1, 2014, and would produce results applicable to the fiscal years ending June 30, 2015 and 2016. Changes in the procedure might need to be implemented. But the same general concept may be renewed upon agreement by all parties.

We look forward to working with the Consortium and each individual District. Thank you for the confidence you place in Gabriel, Roeder, Smith & Company. We will make every effort to provide prompt, accurate, understandable and useful results in this engagement. I am authorized to sign on behalf of GRS, subject to the approval of Theora Braccialarghe, the Southeast Regional Director for GRS.

Sincerely,

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James J. Rizzo, ASA, MAAA, FCA Senior Consultant & Actuary

### FOR PANHANDLE AREA EDUCATIONAL CONSORTIUM

Print Authorized Signer's Name

Authorized Signature

Date

## PARTICIPATING DISTRICT

Print Name of District

Print Authorized Signer's Name

Authorized Signature

Date

## SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. \_\_\_\_\_8i

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: School Food Service Membership in POWER Buying Group

DIVISION: School Food Service

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to approve membership by the School Food Service Program in the POWER Buying Group. The mission of the POWER Buying Group is to cooperatively procure high quality, reasonably priced products and services for child nutrition programs to enhance learning in member school district. This membership request is applicable for the 2013-2014 fiscal year.

FUND SOURCE:	School Food Service
AMOUNT	Estimated \$3,400.00 in dues payable by August 31, 2013
PREPARED BY:	Bonnie Wood
POSITION:	Assistant Superintendent for Business Services



Working Together to Feed Florida's Children

<u>Executive Director</u> Linda Wiley

Member Districts

Broward Calhoun Charlotte Citrus Collier DeSoto Flagler Franklin Gadsden Glades Hardee Hendry Hernando Highlands Indian River Lake Lee Leon Levy Marion Martin Miami-Dade Monroe Nassau Okeechobee Orange Osceola Pasco St. Johns St. Lucie Sarasota Sumter The Villages Volusia Walton

# The P.O.W.E.R. Buying Group

March 5, 2013

To: P.O.W.E.R. Buying Group Member

Each year, all PBG Members are required to sign a Letter of Agreement to participate and piggyback on related bids approved for use by the POWER Buying Group.

It is the intention of the Leadership Team of the PBG to allow the school meal program administrators to express their intent to participate in various bid categories. This will allow each Member the opportunity to tailor participation by bid category based upon each member's individual needs.

We all understand the importance and value of pooling volume by product and category which allows much greater cost savings to be realized. Previous assumption of volume was based upon actual product purchases. This coming school year, however, there are several new bid opportunities, such as smallwares and cleaning supplies, which, with sufficient participation, will result in even greater cost savings to our Members.

Members must complete return both the Letter of Agreement and the Bid Category Participation Member Determination (Appendix A) with all applicable signatures, to Linda Wiley, PBG Executive Director, <u>powerbuyinggroup@gmail.com</u> by no later than Friday, April 12, 2013. District Invoices for payment of dues will be transmitted in May, 2013 for the 2013-2014 school year.

Thank you for your participation as a Member of the POWER Buying Group. Your continued support of the PBG Mission assures our Group's success.

Sincerely,

Mechello Penere)

Michelle Perkins Chairman, The P.O.W.E.R. Buying Group

Ry R. Pretunt

Roy Pistone Chairman-Elect, The P.O.W.E.R. Buying Group

Purchasing Organization With Educational Results

Chair – Michelle Perkins; Chair-Elect – Roy Pistone; Treasurer—Allyn Graves, US Foodservice – Distributor – Eddie Hart, Dan Cooper Port Orange Division Chair – Angela Torres; South Florida Division Chair – Darren Frymoyer; Tampa Division Chair – Lori Drenth; Lakeland Division Chair – Nancy Blackwelder; Montgomery Division Chair – Leslie Snedeker; RFP Administration – Martin County School District Page 57 of 116



## 2013 - 2014 SY LETTER OF AGREEMENT To participate in the P.O.W.E.R. Buying Group (PBG) For the term of: July 1, 2013 – June 30, 2014

Name of Member's School Nutrition Program

<u>PBG's purpose</u> is to facilitate the members' processes for purchasing high quality food and supply products at competitive prices in compliance with all applicable guidance and regulations for their child nutrition programs.

Bids in effect for the 2013-2014 school year are:

- Martin County Schools Food and Supply Distribution Services for the P.O.W.E.R. Buying Group MCSD RFP 5001-0-2006/JK
- St. Lucie County Public Schools ITB 12-21, USDA Commodity Processing
- Pasco County Schools 11-085-DR Tomato USDA Commodity Processing
- Pasco County Schools RFP 13-005-VJ Long-Term Categorical Food Processing with USDA Contracted Vendors

Approval of PBG's participation in the above bids has been provided by a majority vote of the members applicable to each bid.

Termination of this Agreement by a member is permitted with written notice received by the Executive Director a minimum of ninety (90) days prior to the start of the next bid cycle.

<u>Special conditions</u> directly impacting the member's continued participation in the PBG bids are to be presented to the Executive Director as soon as possible for review.

<u>Due date</u> for this Letter of Agreement with category participation completed (Appendix A) and required signatures is <u>Friday, April 12, 2013</u> to be electronically mailed to the Executive Director at the e-mail address on the cover letter and end of the second page.

### For the term of this Agreement, each member shall:

- Issue blanket purchase orders to the distributor (US Foods) to cover purchases of the food and supply items effective July 1, 2013 through June 30, 2014.
- Purchase bid items from the distributor in strict adherence with the terms, conditions, and unit prices
  of the Martin County School District RFP 5001-0-2006/JK, Food and Supply Distribution Service Bid
  and all related addenda and other current bids included above; as well as all applicable federal, state
  and local statutes, regulations, and ordinances and member purchasing policies and procedures.
- Differentiate bid and market items on orders or invoices in a manner that aids identification of the market items for audit purposes.

- Pay all distributor invoices per the contract terms for food and supplies received. Distributor and member will work to resolve disputed invoices to facilitate timely payments.
- Cooperatively contribute time and expertise (of one or more staff members as appropriate) to bid development, product testing and evaluation to improve the bids for the benefit of all members.
- Provide the distributor with multi-week menu cycles for Breakfast, Lunch and Afterschool Snacks
  programs, as applicable, and provide advance forecasts of food and supply items for future orders as
  requested by the distributor.
- Purchase food and supplies using PBG bids and Market Items based on the member-selected categories in Appendix A.
- Provide accurate and complete bid-related information (including surveys, votes, required forms and website profiles, etc.) requested by the Executive Board and/or Committee Chair(s) by the stated deadline or according to established procedures.
- Review their administrative procurement policies and procedures to ensure compliance with PBG stated guidance.
- Attend a minimum of two (2) quarterly PBG meetings, at least one (1) of the Division meetings and participate in a majority of the Division conference calls.
- Determine current commodity allocations, if applicable, based on PBG commodity processing bids and piggyback other existing bids only when needed to deplete previous allocations of USDA foods.
- Adhere to the Mission Statement, Code of Ethics, Bylaws, and Policies and Procedures as presented on the PBG website at: <u>http://thepowerbuyinggroup.com/</u>
- Communicate distributor concerns and requests accurately and in a timely manner to the distributor's Division office with copies to PBG Division Chair and Executive Director.
- Communicate PBG concerns, questions and ideas to Division Chair with a copy to PBG Executive Director.
- Remit the annual fee (invoice to be sent May 1, 2013) prior to the August 31, 2013 due date.
   Payments made during September 2013 with require an additional 5% late fee.

NOTE: Failure to pay the annual fee invoice by September 30, 2013 will result in notification of initiation of the termination process.

<u>Failure to adhere to all elements of this Letter of Agreement</u> may qualify as grounds for termination of member's access to PBG bids and services for a period of time up to 36 months. Noncompliant members will receive notification of the initiation of the termination process which includes an opportunity for resolution of the noncompliant issue(s).

The termination will be effective one hundred and twenty (120) calendar days after the PBG Executive Board decision is issued.

The member acknowledges that as in any successful partnership, it is imperative that all participants work cooperatively to achieve maximum benefit both individually and collectively. Members providing accurate, complete information as requested directly contribute to the effectiveness of the bids for all. The PBG is committed to provide quality products, which are competitively priced, in compliance with all guidance and regulations in an effective, efficient manner to all members.

Administrative Authority Signature	Title	Date
Purchasing Authority Signature	Title	Date
PBG Chair Signature	Title	Date

Note: Please electronically mail signed Letter of Agreement and completed Appendix A to the PBG Executive Director no later than Friday, April 12, 2013 at: powerbuyinggroup@gmail.com



## 2013 - 2014 SY LETTER OF AGREEMENT The P.O.W.E.R. Buying Group (PBG) **Appendix A**

**Bid Category Participation Member Determination** 

PBG members are **not required** to participate in all bid categories. Members will provide information below on their participation decisions for the 2013 – 2014 school year.

Name of Member's School Nutrition Program:

Please circle <u>YES</u> or <u>NO</u> and <u>add the School Nutrition Program Administrator's initials</u> for each category:

Yes	No	Initials	Main Line Items
Yes	No	Initials	Disposable Products
Yes	No	Initials	USDA Commodity Processing – St. Lucie Bid
Yes	No	Initials	USDA Tomato Commodity Processing – Pasco County Bid
Yes	No	Initials	Long Term Categorical Commodity Processing – Pasco County Bid
Yes	No	Initials	Bread Items
Yes	No	Initials	100% Fruit Juice - Frozen
Yes	No	Initials	Produce
Yes	No	Initials	Smallwares
Yes	No	Initials	Cleaning Supplies

<u>Special Conditions</u>: Occasional purchases of PBG bid items by members not participating in a certain bid category is permitted with notification emailed to the Division Chair.

### Changes to PBG Bid Category Participation

Members are expected to participate in their selected categories for the <u>duration</u> of the agreement. However, members are permitted to change category participation during the agreement when approvals of the PBG Executive Board and the distributor are obtained. The required procedures follow.

- To <u>ADD</u> one or more categories during the school year:
  - Member shall provide <u>written (e-mail) request</u> and estimated <u>usage</u> of selected items in each added category to the PBG Executive Director a minimum of <u>thirty (30) calendar days prior</u> to the requested start date.
  - The Executive Director shall review each request with the Executive Board and the distributor and advise the member of the effective date of PBG bid pricing availability.
- To <u>DISCONTINUE</u> participation in one or more previously selected categories during the school year:
  - Member shall provide <u>written (e-mail) request</u> to end participation in the category(s) to the PBG Executive Director a minimum of <u>sixty (60) calendar</u> <u>days prior</u> to the requested effective date.
  - The Executive Director shall review each request with the Executive Board and the distributor and advise member of the effective date of PBG bid pricing discontinuation.

Administrative Authority Signature	Title	Date	
Purchasing Authority Signature	Title	Date	
PBG Chair Signature	Title	Date	

Please contact the PBG Executive Director at: <u>powerbuyinggroup@gmail.com</u> with comments and questions on the 2013 – 2014 SY PBG Letter of Agreement and Appendix A.

## SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. \_\_\_\_\_8j

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Insurance Committee Recommendation for Health Insurance Vendor Beginning October 1, 2013

DIVISION: Insurance Committee

PURPOSE AND SUMMARY OF ITEMS:

Pursuant to Article XI(C) of both the GCCTA and GESPA Collective Bargaining Agreements, the Insurance Committee has been meeting and has prepared the following recommendation:

After careful deliberations over approximately three years, the Insurance Committee recommends that the Gadsden County School District offer Capital Health Plan (HMO) only for active employees and a combination of Capital Health Plan and Blue Medicare for retirees. The attached data describe participation and premiums over the past several years.

FUND SOURCE:	All Funds and employees participating in health insurance benefits
AMOUNT:	Based on individual employees' selections for health insurance
PREPARED BY:	Bonnie Wood
POSITION:	Assistant Superintendent for Business and Finance

## Gadsden School Board Premium and Participation History

	2	009-2010			2	2010-2011				2011-2012				2012-2013		
	BC/BS	000 2010	CHP		BC/BS		CHP		BC/BS		CHP		BC/BS		CHP	
Tier																
Emp	461.95	8.7%	401.70	8.7%	493.49	6.8%	429.12	6.8%	519.40	5.3%	451.65	5.3%	544.62	4.9%	473.58	4.9%
Emp+Sp	877.72	8.7%	763.24	8.7%	937.64	6.8%	815.34	6.8%	986.88	5.3%	858.15	5.3%	1,034.80	4.9%	899.82	4.9%
Emp+Ch	785.34	8.7%	682.90	8.7%	828.96	5.6%	729.53	6.8%	883.01	6.5%	767.83	5.2%	925.88	4.9%	805.11	4.9%
Emp+Fam	1,293.48	8.7%	1,124.76		1,381.79	6.8%	1,201.56	6.8%	1,454.35	5.3%	1,264.65	5.3%	1,524.96	4.9%	1,326.06	4.9%
							u.									
		CHP Only				CHP Only				CHP Only				CHP Only		
Emp		372.20	4.5%			390.21	4.8%			405.82	4.0%			426.11	5.0%	
Emp+Sp		744.70	4.5%			780.73	4.8%			811.97	4.0%			852.56	5.0%	
Emp+Ch		632.80	4.5%			663.42	4.8%			689.96	4.0%			724.45	5.0%	
Emp+Fam		1,079.50	4.5%			1,131.73	4.8%			1,177.01	4.0%			1,235.85	5.0%	
	BC/BS		СНР		BC/BS		СНР		BC/BS		СНР		BC/BS		CHP	
-							CAL		60		652		53		662	
Emp	112		755		88		645		62		47		1		44	
Emp+Sp	7		40		7		47		8						57	
Emp+Ch	8		66		8		65		4		54		3			
Emp+Fam	0		11		1		6		0		9		0		11	
Totals	127		872		104		763		74		762		57		774	

## CHP and Blue Cross Blue Shield Participation History

	2009-	2010	2010-2	2011	2011-	2012	2012-	2013
Active	BC/BS	CHP	BC/BS	СНР	BC/BS	СНР	BC/BS	СНР
Emp	112	755	88	645	62	652	23	640
Emp+Sp	7	40	7	47	8	47	1	33
Emp+Ch	8	66	8	65	4	54	3	52
Emp+Fam	0	11	1	6	0	9	0	8
Totals	127	872	104	763	74	762	27	733
Retirees on Active Plan	14	56	14	60	17	59	13	70
Retirees on Medicare Plans	99	141	94	155	91	170	81	185

## SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8k

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Insurance Committee Recommendations for Life and Dental Insurance Vendor for Insurance Year Beginning October 1, 2013

DIVISION: Insurance Committee

PURPOSE AND SUMMARY OF ITEMS:

Pursuant to Article XI(C) of both the GCCTA and GESPA Collective Bargaining Agreements, the Insurance Committee has been meeting and has prepared the following recommendation:

The Insurance Committee recommends that the Gadsden County School District accepts the quote prepared by Florida Combined Life (FCL) for life insurance and dental insurance for the insurance year beginning October 1, 2013. The vendor is proposing a 15% reduction in Board-paid life and supplemental life insurance with a two-year guarantee. In addition, the vendor is proposing a continuation of the current dental insurance rate for one year. These savings are achieved through packaging the insurance plans as a group. See attached summary.

FUND SOURCE: All Funds and employees participating in life and dental insurance plans

AMOUNT: Reduction in life insurance and no change in dental insurance premiums

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business and Finance

## Life and Dental History

Year	Company	Life Rates	Company	<b>Dental Rates</b>
2009-2010	Assurant	\$0.60	FCL	\$18.62
2010-2011	FCL	\$0.30	FCL	\$17.69
2011-2012	FCL	\$0.30	FCL	\$17.69
2012-2013	FCL	\$0.27	FCL	\$17.69
**2013-2014	FCL	0.23***	FCL	\$17.69

\*\*FCL is proposing an additional 15% reduction in Board paid life and supplemental life with a 2 year guarantee. The dental would have a continuation of current rates for one year or an option of 5% increase guaranted for 2 years. Also, Florida Blue will honor the continuation of the BlueMedicare if CHP only is the plan offered next year. \*\*\*Approximate Rate

## SUMMARY SHEET

## RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 81

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEMS: Insurance Committee Recommendation for Pay Card

DIVISION: Insurance Committee

PURPOSE AND SUMMARY OF ITEMS:

Pursuant to Article XI(C) of both the GCCTA and GESPA Collective Bargaining Agreements, the Insurance Committee has been meeting and has prepared the following recommendation:

After exploring various options over several years, the Insurance Committee recommends that the Gadsden County School District implements payroll payment options of direct deposit and pay card only. Since 2009, provisions in Florida statutes have mandated that employees hired after that year be direct deposit only. This recommendation would provide employees who do not have a bank account to be paid by a pay card that could be cashed for no cost. See attached documentation.

FUND SOURCE: No Cost

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business and Finance



## **Company Overview**

 Established, profitable, 13-year old industry leader

## Performance

- \$4.5 billion in loads 2011
- Over 441 million transactions per year
  - 102.7 million ATM and POS
- · 2.5 million active cards
- Over 3.1 million live agent calls 2011
- Over 47.1 million IVR calls 2011

# FSV Payment Systems & Market Strength

## Experience

- Over 500 program implementations
- 12 Issuer Integrations
- 95% average electronic payroll conversion rate







## How does paying to the card work?

- No need to change payroll processor or system.
- Paying to the card works just like direct deposit.
- Pay directly to each individual card account.
- Bottom 1/3 of carrier has Direct Deposit enrollment form:
  - Employee Information: Name, SSN, Address, etc.
  - Account Information preprinted: Routing Transit Number and ACH Account Number
  - Consent language
  - Employee completes and turns in form to Manager
  - O/O uses form to enter into payroll system and pays via Direct Deposit

Other options may be available, let us know if you are interested.



# Why ePayroll?

7

Save Money	Eliminate costs associated with the production and delivery of paper checks and wage statements
Improve Efficiency	<ul> <li>Reduce/eliminate escheatment</li> <li>Eliminate manual check handling</li> <li>Reduce payroll exception processing</li> </ul>
Drive Employee Satisfaction	<ul> <li>Improve payroll process for payroll personnel, managers and cardholders</li> <li>Offer paycards as an innovative benefit that provides convenience, ease of use and valuable features</li> </ul>
 Realize Environmental Gains	Eliminate environmental impacts of the production and distribution of paper checks and wage statements

FSV Payment Systems, Inc. Confidential



# **A Better Employee Experience**

Free, Convenient Access	Online account management · Di	count alerts saster pay aster lost/stolen process
Employees Save Money		REE access to pay o special trip to get paid arn cash back rewards
Safety and Security	<ul> <li>FDIC insured</li> <li>Cash protected if card lost/stolen</li> <li>Zero liability fraud protection</li> </ul>	GAGA
Purchase Power	<ul> <li>Millions of merchants accept Visa and MasterCard</li> <li>Shop online, in person, by phone</li> <li>Pay bills online or by phone</li> </ul>	

FSV Payment Systems, Inc. Confidential



# Free, Convenient Access to Pay

FSV offers MORE ways for employees to access their pay for FREE

# **Always FREE**

- POS signature "credit" purchases
- In-Network ATM Withdrawal
- · Over-the-counter bank branch cash withdrawal
- ACH transfer to bank account
- Convenience check authorization\*\* May be cashed for FREE at Walmart

## One (1) Transaction FREE Each Pay Load

· POS PIN "debit" purchases - (with or without cash back)

## One (1) Transaction FREE Each Pay Load

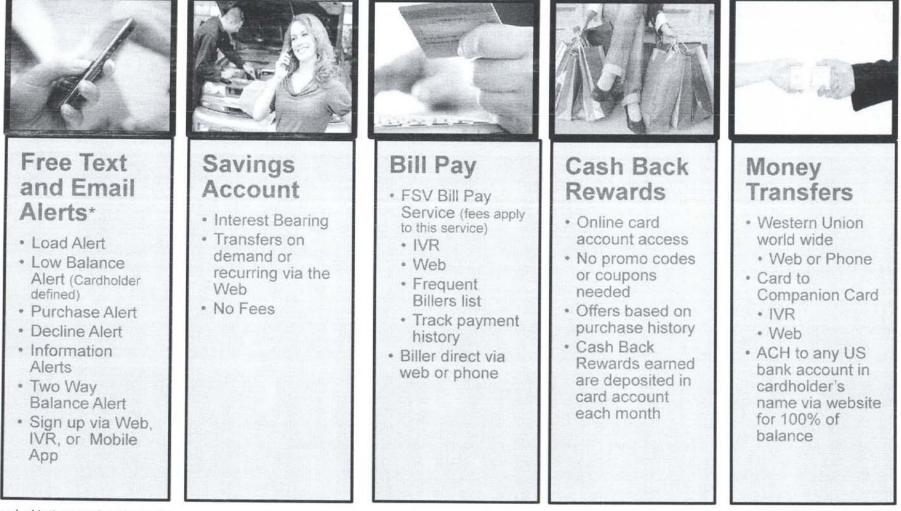
USPS money order







# Convenient Card Features



\*Standard text messaging rates apply.

FSV Payment Systems, Inc. Confidential

10

3/5/13

#### SUMMARY SHEET

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. \_\_\_\_ 10a

### DATE OF SCHOOL BOARD MEETING: March 26, 2013

### TITLE OF AGENDA ITEM: Board approval of BID # 1213-14. Gas piping at East Gadsden High School.

**DIVISION:** Facilities

This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For Board approval of lowest and best base bid of \$23, 884.00 received from Keith Lawson Company for gas piping at East Gadsden High School. Liquid propane conversion to natural gas.

FUND SOURCE: Capital outlay

AMOUNT: \$23,884.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

### Gadsden County Schools Gas Piping at East Gadsden High School Bid Opening Date February 28, 2013, 2:00 p.m. EST



Company	Bid	Total	Liability	Sworn	Minority	W-9	Signature
	Sheet		Insurance	Stmt	Form		
Watts Mechanical, Inc.		39,093.28	7	٢	>	7	( ary Allelah
Keith Lawson Company, Inc.		23,884.00			7	7	<u> </u>
Vause Mechanical Contracting, Inc.		45,440,00	7	7	7	7	Keith Vause
TWC Services, Inc.		No Bid					
Keith McNeil Plumbing		No Bid			-		
Lance Maxwell Plumbing		NO Bid					
Mike Feeders Plumbing Seeders		23,539,00	7	7	7	7	Amarshal
	-						0

Wagne, Signáture

2-28-2013 Date

Z 3 Signature Date

## The School Board of Gadsden County



"Building A Brighter Future"

Reginald C. James SUPERINTENDENT OF SCHOOLS

> 35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA 32351 TEL: (850) 627-9651 FAX: (850) 627-2760 www.gcps.k12.fl.us

### Specifications for Gas Piping—East Gadsden High School Bid# 1213-14

The School Board of Gadsden County Florida is requesting sealed bids on the following project at East Gadsden High School:

#### Project Name: Gas Piping-East Gadsden High School

We are looking for an all inclusive sealed bid for furnishing the following; labor and materials (conversion kits, piping, regulators, fittings, etc.) to convert appliances and equipment in five different buildings from liquid propane (L.P.) to natural gas—as per attached sheets.

Any questions should be directed to Wayne Shepard (Director of Facilities) or Lynn Tyus (Plumber) at (850) 627-9888.

The envelope containing a bid must be sealed and addressed to Wayne Shepard, Director of Facilities. Sealed bid must be submitted by 2:00 p.m. on February, 28, 2013 to the Max D. Walker Administration Building at 35 Martin Luther King Jr., Blvd, Quincy, Florida and must be labeled as follows:

#### BID FOR GAS PIPING BID #1213-14 EAST GADSDEN HIGH SCHOOL 2:00 P.M. FEBRUARY 28, 2013

Audrey Lewis DISTRICT NO. 1 HAVANA, FL 32333 Judge B. Heims, Jr. DISTIRCT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 ISAAC SIMMONS, JR. DISTRICT NO. 3 CHATTACHOOCHEE, FL 32324 GREENSBORO, FL 32330 Charlie D. Frost DISTRICT NO. 4 GREENSBORO, FL 32330 QUINCY, FL 32352 ROGER P. MILTON DISTRICT NO. 5 QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH

#### **BID FORM**

#### **BID FOR LUMP SUM CONTRACTS**

Owner: GADSDEN COUNTY SCHOOL BOARD

Date: February 28, 2013

#### BID NO. 1213-14 GAS PIPING AT EAST GADSDEN HIGH SCHOOL

Proposal of <u>Keith Low company</u> (hereinafter called "Bidder") a <u>Componention</u> (corporation/a partnership/an individual)

doing business as (strike out inapplicable terms):

Keith Coursen company

To the Gadsden County School Board (hereinafter called "Owner")

The Bidder, in compliance with your Invitation to Bid and Instruction to Bidders for the

construction of:

Project:

#### GAS PIPING AT EAST GADSDEN HIGH SCHOOL

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including, but not limited to, the availability of materials and labor and all matters referred to in the Contract Documents and Bid Package, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These process are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid is a part.

Bidder hereby agrees to commence Work under the Contract Documents following the Owner's written "Notice to Proceed" and substantially complete the project.

**BASE BID**: Bidder agrees to perform all of the work described in the Specifications and shown on the Drawings for the sum of

twenty - three thorsond gight Hundred, Eighty-Eight 23, 884. (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

#### **\*UNIT PRICES:**

Bidder understands that the Owner reserved the right to reject any or all bids and to waive any technical irregularities in the bidding or bidding process.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty (20) calendar days after the opening of the bids.

Upon receiving written notice of the acceptance of this bid, Bidder will execute the Contract Documents and provide all Certificates of Insurance within ten (10) days thereof.

\*The bid guarantee attached in the sum of  $\frac{W/H}{(\$ - \bigcirc -)}$ Shall become property of the Owner in the event the Contract Documents are not executed, or the required Certificates of Insurance are not provided to the Owner, within the time requirements set forth above as liquidated damages for the delay and additional expense to the Owner caused thereby.

Florida construction Industries Licensing Board Certification

Keith O CHUSON CFC-033793 (Name of Holder) (Certificate Number)

In witness thereof, the Bidder has hereunto set his signature and affixed his seal this 28th day of February, 2013.

(SEAL)

By: Kenny Strickland Title: <u>plumbing</u> Service Supervision

\* ALT. Deduct \* If All world and be performed during normal business Mours deduct # 2,150. - from Base Giel

\*If not applicable, please write N/A and disregard.

#### MINORITY-OWNED FIRM OR COMPANY

I (we) do hereby certify that my (our) business qualifies as a minority-owned firm or company. Please check one of the following applicable:

BLACK
HISPANIC
AMERICAN INDIAN-ALASKAN NATIVE
FEMALE
PHYSICALLY OR MENTALLY DISABLED
ASIAN-PACIFIC ISLANDER
SIGNATURE:DATE:
NAME OF BUSINESS:
ADDRESS:
I (we) do hereby certify that my (our) business does not qualify as a minority-owned firm or company.
PRINT NAME: Kenny Strickland
NAMES OF BUSINESS: Keth LHUSOW compiling
ADDRESS: P.O. BOX 37309 THANASSOL Florida 32315

NOTE: Pursuant to Section 289.094, Florida Statutes, it is unlawful for any individual to falsely represent any entity as a minority-owned firm or company for purpose of qualifying for certification as such an enterprise under any program, which, in compliance with federal law, is designed to assist minority-owned firms or companies in receipt of contracts for the provision of goods and services.

\*NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER FOR YOUR BID TO BE VALID.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/19/2013

\*24767

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AN BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONS REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLD	MEND, EXTEND OR ALTER THE COVERAGE A STITUTE A CONTRACT BETWEEN THE ISSUM DER.	AFFORDED BY THE PO IG INSURER(S), AUTH	OLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED the terms and conditions of the policy, certain policies may require certificate holder in lieu of such endorsement(s).	e an endorsement. A statement on this certifica	3ATION IS WAIVED, sul te does not confer right	bject to ts to the
PRODUCER	CONTACT Kelly Hilliard		
Parrish & Gwinn Insurance Group LLC	PHONE (A/C, No, Ext): (803) 799-1160 E-MAIL ADDRESS:khilliard@pginsgroup.cc	FAX (A/C, No): (803) 799-11	159
1401 Main Street	E-MAL ADDRESS.khilliard@pginsgroup.co	m	
Suite 601	PRODUCER CUSTOMER ID #00000648		
Columbia SC 29201	INSURER(S) AFFORDING COVER	AGE	NAIC #

Keith Lawson Company, Inc. 4557 Capital Circle NW

FL 32303 Tallahassee COVERAGES

**INSURER F**: CERTIFICATE NUMBER:13-14 REG **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.

**INSURER C:** 

INSURER D : **INSURERE:** 

INSURER B St. Paul Fire & Marine

ISR	TYPE OF INSURANCE	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
IR	GENERAL LIABILITY	INSIX						\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A	CLAIMS-MADE X OCCUR			GLO 4378787 02	3/1/2013	3/1/2014	MED EXP (Any one person)	\$	10,000
-	X Broad Form CGL						PERSONAL & ADV INJURY	\$	1,000,000
	X X, C, U Coverage						GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT X LOC							\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			BAP 4378788 02	3/1/2013	3/1/2014	BODILY INJURY (Per person)	\$	
A	ALL OWNED AUTOS		ľ	BAP 43/8/88 02	3/1/2013	3/1/2014	BODILY INJURY (Per accident)	\$	
	SCHEDULEDAUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS				Underinsured Motorist	\$	State Min		
	non of med no o						Uninsured Motorist	\$	State Mir
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	9,000,000
	DEDUCTIBLE							\$	
в	X RETENTION \$ 10,000			ZUP-12T81363-13-NF	3/1/2013	3/1/2014		\$	
A	WORKERS COMPENSATION		COMPENSATION				X WC STATU- TORY LIMITS OTH- ER		
0.10	AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE				100000000000000000000000000000000000000	Lucian	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?			3/1/2014	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
								_	

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	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
	Mark Parrish/KSH

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### <u>CRIMINAL BACKGROUND CLEARANCE</u>: Pursuant to Gadsden County School Board Policy 3.68, Criminal Background and Employment and the Florida Legislated Jessica Lunsford Act;

any personnel deployed to school sites as a result of contract award must have received a Level II criminal background screening and clearance. These will be done through the School Board Human Resource Department, 35 MLK Jr., Blvd.Quincy, FL for each employee.

Call (850) 627-9651 Ext. 1244 to schedule an appointment. VISA or postal money order accepted.

Initial received K.S.

#### What is a Level 2 background check?

A Level 2 background check includes fingerprinting the individual and submitting the prints to the Florida Department of Law Enforcement (FDLE) to compare those records against the statewide criminal and juvenile records maintained by the FDLE and federal criminal records maintained through the Federal Bureau of Investigation. It may also include a local criminal records check through local law enforcement agencies.

The person "must meet Level 2 screening requirements as described in s. 1012.32 (Florida Statutes)." That section states that "persons subject to this subsection found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed, engaged to provide services, or serve in any position requiring direct contact with students." Thus districts must look to the language in s. 1012.32 Florida Statutes, to determine the scope of disqualifying offenses, using the "crimes of moral turpitude" standard. Rule 6B-4.009(6), used by many school districts for their own employees, and defines moral turpitude as:

"Moral turpitude is a crime that is evidenced by an act of baseness, vileness, or depravity in the private and social duties, which, according to the accepted standards of the time a man owes to his or her fellow man or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude."

#### SWORN STATEMENT PURSUANT TO

#### SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This swom statement is submitted to The School Board of Gadsden County, Florida

By Keith D. Lawson, IL PRE-IDENT
(print individual's name and title)
For Keith Lawson Co., INC.
(print name of entity submitting sworn statement)
whose business address is: P.O. Bux 37309
Tallahassee, FL. 32315
and (if applicable) its Federal Employer Identification number (FEIN) is:59 2421595

If the entity has no FEIN, include the Social Security number of the Individual signing this sworn Statement\_\_\_\_\_\_

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a
  violation of any state or federal law by a person with respect to and directly related to the transaction of business
  with any public entity or with an agency or political subdivision of any other state or with the United States,
  including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an
  agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft,
  bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
  - C. I understand that a "person" as defined in Paragraph 287.133.(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 4. The statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Parte Musi	
Signature	
Keith Lawson Co., INC	For
STATE OF Florida COUNTY OF Leon	
Sworn to or affirmed and signed before me on this	28 day of February 2013
	Killington
KELLY GOODMAN Commission # EE 164491 Expires April 25, 2016 Bodd Thu Tray Fain Revenue 200-355-7019	NOTARY PUBLIC - STATE OF FLORIDA
	Print, type, or stamp commissioned name of notary
	<pre>personally known produced identification</pre>
	Type of identification
	produced

Form **W-9** (Rev. December 2011) Department of the Treasury Internal Revenue Service

1

### Request for Taxpayer Identification Number and Certification

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

iterna	naverus od vice										
	Name (as shown on your income tax return) KEITH LAWSON COMPANY INC										
5	Business name/disregarded entity name, if different from above	and the second sec									
age											
See Specific Instructions on page	Check appropriate box for federal tax classification:	🌅 Partnership 🔲 Tr	ust/estate					L			
Print or type Instructions	Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation, P=partners	hip) 🕨					E	xemp	t payee	
c las	Other (see Instructions) ►										
pecifi	Address (number, street, and apt. or suite no.) PO BOX 37309		Requester's name and address (optional)								
See S	City, state, and ZIP code TALLAHASSEE, FL 32315										
	List account number(s) here (optional)										
Par								_			
Enter	your TIN in the appropriate box. The TIN provided must match the nai bid backup withholding. For individuals, this is your social security nun	me given on the "Name"		cial se	curity	numb	er		T-	<u> </u>	
eside	ent allen, sole proprietor, or disregarded entity, see the Part I instruction	ons on page 3. For other			-			-			
	s, it is your employer identification number (ÉIN). If you do not have a n page 3.	number, see now to get							1		
	If the account is in more than one name, see the chart on page 4 for	guldelines on whose	En	nploye	r Ident	ification	on nun	nber	T		
numb	er to enter.		5	9	- 2	4	2 1	5	9	5	
Par	t II Certification										
	r penalties of perjury, I certify that:										
I. Th	e number shown on this form is my correct taxpayer identification num	mber (or I am waiting for a	a number t	o be la	ssued	to me	e), and	1			
Se	m not subject to backup withholding because: (a) I am exempt from b rvice (IRS) that I am subject to backup withholding as a result of a fail longer subject to backup withholding, and	ackup withholding, or (b) ure to report all interest o	I have not or dividend	been s, or (d	notific c) the	ed by IRS h	the In as not	tem: lified	ne t	venue hat I am	
	m a U.S. citizen or other U.S. person (defined below).										
ntere	<b>fleation instructions.</b> You must cross out item 2 above if you have be use you have failed to report all interest and dividends on your tax retu- st paid, acquisition or abandonment of secured property, cancellation ally, payments other than interest and dividends, you are not required ctions on page 4.	um. For real estate transa of debt. contributions to	actions, iter an individ	m 2 do lual ref	tireme	nt app	ly. Foi anger	r moi nent	(IRA)	e , and	
Sigr Here	111/1 1 10/10/10/10/10/10/10/10/10/10/10/10/10/1	Da	to Febr	ruar	y 28	, 20	13				
	neral Instructions	Note. If a requester g your TIN, you must u									
Section	on references are to the Internal Revenue Code unless otherwise J.	to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are									
	pose of Form	considered a U.S. pe									
A per	son who is required to file an information return with the IRS must n your correct taxpayer identification number (TIN) to report, for	An individual who i						100	ted c	r	
exam	ple, income paid to you, real estate transactions, mortgage interest		<ul> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> </ul>								
you paid, acquisition or abandonment of secured property, cancellation  • An esta			<ul> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul>								
Us	e Form W-9 only if you are a U.S. person (including a resident	<ul> <li>A domestic trust (a</li> <li>Special rules for pa</li> </ul>									
requi	, to provide your correct TIN to the person requesting It (the ester) and, when applicable, to:	business in the Unite tax on any foreign pa	ed States a	re ger	nerally	requi	red to	pay	a wi	thholding	
numi	Certify that the TIN you are giving is correct (or you are walking for a per to be issued),	Further, in certain ca partnership is require	ed to presu	ume th	nat a p	artne	risat	foreig	gn pe	rson,	
	Certify that you are not subject to backup withholding, or	and pay the withhold partner in a partners									
paye alloc is no	Claim exemption from backup withholding if you are a U.S. exempt e. If applicable, you are also certifying that as a U.S. person, your able share of any partnership income from a U.S. trade or business t subject to the withholding tax on foreign partners' share of they connected income.	partner in a partnership conducting a trade or business in the United States, provide Form W-8 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.						J.S.			

Cat. No. 10231X

#### SUMMARY SHEET

### RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

### DATE OF SCHOOL BOARD MEETING: March 26, 2013

### TITLE OF AGENDA ITEM: Board approval of BID # 1213-15. Chiller Repair at James A. Shanks Middle School.

**DIVISION:** Facilities

\_\_\_\_\_This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: For Board approval of lowest and best base bid of \$26, 722.00 received from Engineered Cooling Systems, Inc. for repairs to the chiller at James A. Shanks Middle School.

FUND SOURCE: Capital outlay

AMOUNT: \$26, 722.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

### INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

### Gadsden County Schools James A Shanks Middle School Chiller Repair Bid # 1213-15 Bid Opening Date March 14, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Brooks Air Systems	7	44,560.00	7	~	7	>	1 m muli
Johnson Controls	7	30,378,00	7	7	7	7	William Mardvel
Trane U.S. Inc	7	85,548.00	7	7	~	>	9
Engineered Cooling Services	r	26,722.00	7	7	7	7	Jun Selle
Honeywell	- NO	BID-					

Wane Signature

<u>MAACH 14, 201</u>9 Date

Signature Date

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## **The School Board of Gadsden County**



Reginald C. James SUPERINTENDENT OF SCHOOLS

"Building A Brighter Future"

35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA 32351 TEL: (850) 627-9651 FAX: (850) 627-2760 www.gcps.k12.fl.us

#### James A. Shanks Middle School—Chiller Repair Bid # 1213-15

Bids will be received through 2:00 p.m. EST, March 14, 2013 at the Max D. Walker Administration Building, 35 Martin Luther King Jr., Blvd, Quincy, FL. The School Board of Gadsden County Florida is requesting sealed bids for the following:

Provide a complete break down, repair, and overhaul of a Trane Centrifugal Chiller— Model Number CVHE050FA3H03UM2405-RAE5N1C0000000T000000-KS10002C0 Serial Number L01F09192

This will consist of, but not be limited to;

1-Perform Lockout-Tagout procedures 2-Refrigerant Removal as per EPA Guidelines 3-Drain oil 4-Set up rigging 5-Disassembly of compressor assembly 6-Install new inboard and outboard bearings 7-Rebuild 1<sup>st</sup> and 3<sup>rd</sup> stage vanes 8-Solvent clean oil sump 9-Reassemble compressor assembly with all new o-rings and gaskets 10-Replace oil filter and purge drier 11-Pressurize and leak check chiller 12-Evacuate chiller to O.E.M. specifications 13-Recharge chiller with refrigerant removed from system 14-Repair insulation damaged during overhaul 15-Start up and verify operation 16-Clean work area

If your company is interested and certified in this type of work, you can pick up a bid package from the Gadsden County School Board Maintenance Department, located at 805 S. Stewart Street, Quincy, Florida 32351 (850) 627-9888.

Audrey Lewis DISTRICT NO. 1 HAVANA, FL 32333 Judge B. Helms, Jr. DISTIRCT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 ISAAC SIMMONS, JR. DISTRICT NO. 3 CHATTACHOOCHEE, FL 32324 GREENSBORO, FL 32330 Charlie D. Frost DISTRICT NO. 4 GREENSBORO, FL 32330 QUINCY, FL 32352

ROGER P. MILTON DISTRICT NO. 5 QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH

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> 35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA 32351 TEL: (850) 627-9651 FAX: (850) 627-2760 www.gcps.k12.fl.us

TO:	Reginald C. James – Superintendent of Schools
W. FROM:	Wayne Shepard – Director of Facilities
RE:	Bid # 1213-15 – chiller repair at James A. Shanks
Date:	March 15, 2013

Mr. James,

On March 14, 2013 at 2:00 pm EST we opened bids for Bid#1213-15, Chiller Repair at

### James A. Shanks Middle School.

We sent out 5 bid packages and received 4 bids. The lowest and best bid was from Engineered Cooling Systems, Inc. Their bid price was \$26,722.00.

I am recommending that we award the bid for chiller repair work at James A. Shanks Middle School to Engineered Cooling Systems, Inc.

If you have any questions please feel free to contact me at (850) 627-9888 or (850) 545-7918 or <u>shepardw@gcpsmail.com</u>.

c.c. Mrs. Rosalyn Smith Mrs. Bonnie Wood Mr. Lamar Kirkland

> Eric F. Hinson DISTRICT NO. 1 HAVANA, FL 32333

Judge B. Helms, Jr. DISTIRCT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 ISAAC SIMMONS, JR. DISTRICT NO. 3 CHATTACHOOCHEE, FL 32324 GREENSBORO, FL 32330

Charlie D. Frost DISTRICT NO. 4 GREENSBORO, FL 32330 QUINCY, FL 32352

ROGER P. MILTON DISTRICT NO. 5 QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH EQUAL OPPORTUNITY EMPLOYER

Page 90 of 116

### Gadsden County Schools James A Shanks Middle School Chiller Repair Bid # 1213-15 Bid Opening Date March 14, 2013, 2:00 p.m. EST



Company	Bid Sheet	Total	Liability Insurance	Sworn Stmt	Minority Form	W-9	Signature
Brooks Air Systems	7	44,540,00	7	~	N	>	1 on the las
Johnson Controls	7	30,378,00	J	7	V	~	Din: D
Trane U.S. Inc	7	85,548.00	7	7	$\sim$	>	William Mardwel
Engineered Cooling Services	4	26,722.00	7	7	Z	>	and l
Honeywell	- NO	0					find the pro-

Maye Shered Signature

MARCH 14, 2019 Date

Signature Date

## **The School Board of Gadsden County**



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**BOARD MEETS FOURTH TUESDAY OF EACH MONTH** 

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## **The School Board of Gadsden County**



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Reginald C. James SUPERINTENDENT OF SCHOOLS

> 35 MARTIN LUTHER KING, J.R. BLVD. QUINCY, FLORIDA 32351 TEL: (850) 627-9651 FAX: (850) 627-2760 www.gcps.k12.fl.us

### James A. Shanks Middle School—Chiller Repair Bid # 1213-15

Bids must be delivered by 2:00 p.m. EST, March 14, 2013 to the following:

#### Attn: Wayne Shepard Gadsden County School Board Max D. Walker Administration Building, 35 Martin Luther King Jr., Blvd, Quincy, FL 32351

Envelope should be marked with the following:

James A. Shanks Middle School Chiller Repair Bid # 1213-15 Date: March 14, 2013 Time: 2:00 PM, EST

Audrey Lewis DISTRICT NO. 1 HAVANA, FL 32333

Judge B. Helms, Jr. DISTIRCT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 ISAAC SIMMONS, JR. DISTRICT NO. 3 CHATTACHOOCHEE, FL 32324 GREENBBORO, FL 32330 Charlie D. Frost DISTRICT NO. 4 GREENSBORO, FL 32330 QUINCY, FL 32352 ROGER P. MILTON DISTRICT NO. 6 QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH

#### **BID FORM**

#### **BID FOR LUMP SUM CONTRACTS**

Owner: GADSDEN COUNTY SCHOOL BOARD

Date: February 28, 2013

#### Project: BID NO. 1213-15 JAMES A. SHANKS MIDDLE SCHOOL CHILLER REPAIR

Proposal of <u>Engineered Cooling Services</u>, (hereinafter called "Bidder") a <u>Corporation</u> (corporation/a partnership/an individual) doing

business as (strike out inapplicable terms):

Engineered Cooling Services. Inc.

To the Gadsden County School Board (hereinafter called "Owner")

The Bidder, in compliance with your Invitation to Bid and Instruction to Bidders for the

construction of:

#### JAMES A. SHANKS MIDDLE SCHOOL CHILLER REPAIR—BID # 1213-15

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including, but not limited to, the availability of materials and labor and all matters referred to in the Contract Documents and Bid Package, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These process are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid is a part.

Bidder hereby agrees to commence Work under the Contract Documents following the Owner's written "Notice to Proceed" and substantially complete the project.

**BASE BID**: Bidder agrees to perform all of the work described in the Specifications and shown on the Drawings for the sum of

Twenty Six Thousand Seven Hundred Twenty Twees 26, 722.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

UNIT PRICES:

Bidder understands that the Owner reserved the right to reject any or all bids and to waive any technical irregularities in the bidding or bidding process.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty (20) calendar days after the opening of the bids.

Upon receiving written notice of the acceptance of this bid, Bidder will execute the Contract Documents and provide all Certificates of Insurance within ten (10) days thereof.

\*The bid guarantee attached in the sum of  $N \not P$  (\$\_\_\_\_\_) Shall become property of the Owner in the event the Contract Documents are not executed, or the required Certificates of Insurance are not provided to the Owner, within the time requirements set forth above as liquidated damages for the delay and additional expense to the Owner caused thereby.

Florida construction Industries Licensing Board Certification

Peter W. Doi

Cmc345

In witness thereof, the Bidder has hereunto set his signature and affixed his seal this 11 Hy day of March , 2013.

Financial Officer Title: Chil

LAURA J. REDD MY COMMISSION # EE 222834 EXPIRES: September 29, 2016 Bonded Thru Budget Notes: Section

\*If not applicable, please write N/A and disregard.

#### **INSURANCE REQUIRED AS FOLLOWS:**

- 1. Worker's Compensation Insurance.
- 2. Public Liability Insurance for bodily and personal injury and property damage

The Gadsden County School Board shall be named as insured and limits shall be at \$1,000,000 per claimants

3. Automobile Liability Insurance against bodily injury and property damage in at least the amount of \$1,000,000 per claimants

The successful bidder MUST FURNISH CERTIFICATE FOR ABOVE COVERAGE BEFORE COMMENCING WORK.

Initial received

<u>CRIMINAL BACKGROUND CLEARANCE</u>: Pursuant to Gadsden County School Board Policy 3.68, Criminal Background and Employment and the Florida Legislated Jessica Lunsford Act; any personnel deployed to school sites as a result of contract award must have received a Level II criminal background screening and clearance. These will be done through the School Board Human Resource Department, 35 MLK Jr., Blvd.Quincy, FL.

Call (850) 627-9651 Ext. 1244 to schedule an appointment. VISA or postal money order accepted.

Initial received

#### What is a Level 2 background check?

A Level 2 background check includes fingerprinting the individual and submitting the prints to the Florida Department of Law Enforcement (FDLE) to compare those records against the statewide criminal and juvenile records maintained by the FDLE and federal criminal records maintained through the Federal Bureau of Investigation. It may also include a local criminal records check through local law enforcement agencies.

The person "must meet Level 2 screening requirements as described in s. 1012.32 (Florida Statutes)." That section states that "persons subject to this subsection found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed, engaged to provide services, or serve in any position requiring direct contact with students." Thus districts must look to the language in s. 1012.32 Florida Statutes, to determine the scope of disqualifying offenses, using the "crimes of moral turpitude" standard. Rule 6B-4.009(6), used by many school districts for their own employees, and defines moral turpitude as:

"Moral turpitude is a crime that is evidenced by an act of baseness, vileness, or depravity in the private and social duties, which, according to the accepted standards of the time a man owes to his or her fellow man or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude."

#### SWORN STATEMENT PURSUANT TO

#### SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This sworn statement is submitted to The School Board of Gadsden County, Florida By Drlw Adams, Chief Financial Officer (print individual's name and title) For Engineered Cooling Services, Inc. (print name of entity submitting sworn statement) whose business address is: <u>2601 N. Davis Huy</u> <u>Pensacula</u>, FL 32503 and (if applicable) its Federal Employer Identification number (FEIN) is: <u>871-07169487</u> If the entity has no FEIN, include the Social Security number of the Individual signing this sworn

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

Statement

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- C. I understand that a "person" as defined in Paragraph 287.133.(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 4. The statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

#### I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature Drew Adams, CFC For Engineered ecvic STATE OF Florid COUNTY OF Escambi Sworn to or affirmed and signed before me on this 11th day of March 2013.

MACOMMISSION THE 20134FLORIDA EXPIRES: September 29, 2016 Bonded Thru Budget Notary Services

Print, type, or stamp commissioned name of notary

/ personally known
\_ produced identification
 Type of identification
 produced

#### MINORITY-OWNED FIRM OR COMPANY

I (we) do hereby certify that my (our) business qualifies as a minority-owned firm or company. Please check one of the following applicable:

BLACK	
HISPANIC	
AMERICAN INDIAN-ALASKAN NATIVE	
FEMALE	
PHYSICALLY OR MENTALLY DISABLED	
ASIAN-PACIFIC ISLANDER	
SIGNATURE:	DATE:
PRINT NAME:	
NAME OF BUSINESS:	
ADDRESS:	
Non-Minority Firm o	or Company

SIGNATURE: Junifle S. Carter
PRINT NAME: Jennifer S. Carter
NAMES OF BUSINESS: Engineered Cooling Services
ADDRESS: 2001 N. Davis Huy
Pensacola, FL 32563

NOTE: Pursuant to Section 289.094, Florida Statutes, it is unlawful for any individual to falsely represent any entity as a minority-owned firm or company for purpose of qualifying for certification as such an enterprise under any program, which, in compliance with federal law, is designed to assist minority-owned firms or companies in receipt of contracts for the provision of goods and services.

\*NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER FOR YOUR BID TO BE VALID.

### Engineered Cooling Services

Building Efficiency and Sustainability

	A Service Logic Com	pany	Service Proposal
TO:	Gadsden Co. School District 805 South Stewart St.	PROJECT:	Chiller Overhaul
	Quincy, FL. 32351	Location:	Shanks High School
ATTN:	Wayne Shepard	PROPOSAL NO .:	Q-02-2013-58873
PHONE	: (850) 875-8795	DATE:	March 11, 2013
FAX:	shepardw@gcpsmail.com	JOB NO:	

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL Engineered Cooling Services is pleased to propose the following:

#### Scope of Service:

- Advise customer upon arrival
- Review Scope of Service
- Perform lockout / tagout procedures
- Remove refrigerant in accordance with the EPA Clean Air Act of 1990
- Drain oil
- Set up rigging
- Disassemble compressor assembly
- Install new inboard and outboard bearings
- Rebuild 1<sup>st</sup> & 3<sup>rd</sup> stage vanes
- Solvent clean oil sump
- Reassemble compressor assembly with all new O-rings and gaskets
- Replace oil filter and purge drier
- Pressurize and leak check chiller
- Evacuate chiller to O.E.M specifications
- Recharge chiller with refrigerant removed from system
- Repair insulation damaged during overhaul
- Start up and verify operation
- Clean work area

Labor:	\$13,027.00
Materials:	\$13,695.00
Total:	\$26,722.00

ACCENTER

#### Terms:

- 1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
- 2. Proposal is subject to progress billings.
- 3. Proposal is for specified work only.
- 4. Proposal is subject to revision if not accepted within 30 days of receipt.
- 5. Proposal is subject to the attached Terms and Conditions.
- 6. Payment terms are Net 30.

SUBMITTED BY: **IESSE SELPH** TITLE: SALES ENGINEER

BY:	
TITLE:	

PHONE: 850 - 728-9038

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL

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### **Terms and Conditions**

- 1. OFFER AND ACCEPTANCE: Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
- TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a change of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
- INVOICING: Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
- 4. PERFORMANCE: Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
- 5. WARRANTY: Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.

THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

6. PATENTS: If there is bought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use in enjoined. Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.

- 7. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
- 8. DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
- CANCELLATION: Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
- 10. DISPUTES AND CHOICES OF LAWS: This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entited to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration
- COST TO COMPANY: In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
- 12. ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
- 13. ASSIGNMENT: Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:

PENSACOLA, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL

DEFAR	MENT OF BUSINESS AND PROFESSIO CONSTRUCTION INDUSTRY LICENSI	NG BOARD	SEQ# L1209080067
DATE BATCH NUMBER	LICENSE NBR		
09/08/2012 128069723	СМС39591	N States	
DOYLE, PETER W ENGINEERED COOLIN 2801 NORTH DAVIS	G SERVICES INC HWY. FL 32503		
PENSACOLA	STATES AND		

ACORD CER	ΓIF	IC	ATE OF LIA	BILITY IN	ISUR/		те (мм/dd/үүүү 3/29/2012
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY OF	DOE	SATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	D OR ALTER THE	OVERAGE A	FFORDED BY THE POLICIES	E.
IMPORTANT: If the certificate holder is a the terms and conditions of the policy, o certificate holder in lieu of such endorser	ertair	poli					
RODUCER LOCKTON COMPANIES, LLC-1	KAN	SAS	CITY CA	CONTACT NAME: PHONE (A/C, No, Ext):			
CA License #0554167 444 W. 47th Street, Suite 900				(A/C, No, Ext):		(A/C, No):	
Kansas City 64112-1906				E-MAIL ADDRESS:			
(816) 960-9000				1201		ORDING COVERAGE	NAIC
ENGINEERED COOLING SERV	/ICES	INC		INSURER A : Zurich			16535
04803 2801 N DAVIS HWY	IOLO		•.,	INSURER C :	tine real ma	nunce company	10091
PENSACOLA FL 32503				INSURER D :			
				INSURER E :			
OVERAGES MECSE01 XP CER			NUMBER: 3676595	INSURER F :		REVISION NUMBER: XXX	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUC R TYPE OF INSURANCE	EQUIP PERT	AIN, T	NT, TERM OR CONDITION THE INSURANCE AFFORDE S. LIMITS SHOWN MAY H/	OF ANY CONTRAC ED BY THE POLICIE AVE BEEN REDUCE	T OR OTHER S DESCRIBED	DOCUMENT WITH RESPECT T HEREIN IS SUBJECT TO ALL AIMS.	O WHICH TH
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AND EMPLOYERS' LIABILITY Y / N		N	WC 4886501-02	4/1/2012	4/1/2013	X WC STATU- TORY LIMITS ER	000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					And and the second s	000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							000,000
SCRIPTION OF OPERATIONS / LOCATIONS / V	EHICLI	S // A	tach ACORD 101, Additional R	lemarks Schedule if m	ore space is rec	usired)	
ERTIFICATE HOLDER				CANCELLATION			
					ATE THEREOF	CRIBED POLICIES BE CANCELLED , NOTICE WILL BE DELIVERED IN PROVISIONS.	
3676595				AUTHORIZED REPRE	SENTATIVE		
EVIDENCE OF INSURANCE					Qua	d foster	
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CORD 25 (2010/05)			CORD name and logo a	©1			gnts reserv

Form **W-9** (Rev. December 2011) Department of the TreasUry Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return

39.2.	Business name/disregarded entity name, if different from above										
Specific Instructions on page	Check appropriate box for federal tax classification:          Individual/sole proprietor       Image: C Corporation       S Corporation       Partnership       Trust/es         Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	itate							] Exe	mpt	раує
Specific I	Other (see instructions) ►         Address (number, street, and apt. or suite no.)         2801 North Davis Hwy	ester's	nam	e and	d add	dress	s (opt	liona	)		
See	City, state, and ZIP code Pensacola, FL 32503										
Dau	List account number(s) here (optional) t I Taxpayer Identification Number (TIN)										
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	So	cial s	secur	rity n	umt	ber				
			1					-			
ave side	bid backup withholding. For individuals, this is your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> in page 3.				-						
avo side titie V o	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	Em	ploy	er id	entif	licati	onn	umb	er		

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
- 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).

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 on page 4.

Sign Here U.S. person > Connict anter	Date 🕨
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#### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

 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. Note. If 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.

2

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,

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- 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

Cat. No. 10231X

# Entech Sales and Service, Inc.

Certifies that

Micah Stevens

Has completed 40 Hours of Continuing Education Microprocessor Panel Training

> Bryan Strode Service Manager January 14<sup>TH</sup> 2011

> > MUNTING



This document verifies that

# Micah Stephens

has attended

# CenTraVac Electronic Controls

June 20 to June 24, 2011

Page 108 of 116



Trane is authorized by IACET to offer 3.5 CEU's for this program

87725438

Trane Technical Service Training



TURBOCOR

Danfoss Turbocor Compressors Inc.

Certificate of Completioz

is hereby granted to

Roy Jenkins

to certify that he/she has completed to satisfaction

Course to::: COMPRESSOR OPERATION, SERVICE & REPAIR 1

Attended: September 20-21, 2011

No.56

Page

JUENKINS

Heath Whiddon, Training Instructor & Compressor Technical Specialist

Page 109 of 116

### Be it known that

## **Roy Jenkins**

has successfully completed **Pneumatic Controls** 

studies and has been awarded this Energy Management Certificate.

On this Fifteenth Day of September, Nineteen Hundred and Eighty-nine CEUs Awarded: 3.2

Authorized by

Bruce R. Chamberlain Senior Training Engineer



F-13254-3



Be it known that

## Roy Jenkins

has successfully completed Pneumatic Controls

studies and has been awarded this Energy Management Certificate. On this Fifteenth Day of September, Nineteen Hundred and Eighty-nine CEUs Awarded: 3.2

Authorized by

Bruce R. Chamberlain Senior Training Engineer



F-13254-3



Natkin Service Company TRAINING CENTER Oklahoma City, Okla. This Certificate Is Awarded To ROY F. JENKINS As Evidence Of Satisfactory Completion Of The Technical Training Program CENTRIFUGAL OVERHAUL In Witness Whereof This Certificate Is Hereby Granted 21st day of JUNE 19 91 Eugéne Blankenship, Training Director George D. Jenkins, President/ ACTACIÓN Quesau and the second second second 4.34.85.  $\sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \left( \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-1} \sum_{i=1}^{n-1} \sum_{j=1}^{n-1} \sum_{j=1}^{n-$ DUTING IN MARA ·\*\*\* . . . 1. 1. 1. 1

#### SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA AGENDA ITEM NO. \_\_\_\_\_\_

DATE OF SCHOOL BOARD MEETING: March 26, 2013

TITLE OF AGENDA ITEM: Discussion and Request to Advertise the Board's Intent to Amend School Board Rule 8.40 (General Food Service Requirements).

#### **DIVISION:**

This is a CONTINUATION of a current project, grant, etc.

#### PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to request amendment to School Board Rule 8.40 (General Food Service Requirements) and to request approval to advertise the Notice of Intent to Amend a Rule.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Bonnie Wood But

**POSITION:** Assistant Superintendent for Business and Finance

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_\_ CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_\_

REVIEWED BY:

#### THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA NOTICE OF INTENT TO AMEND A POLICY

#### DATE OF THIS NOTICE: March 26, 2013

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend Gadsden County School Board Policy Numbered 8.40 (General Food Service Requirements)

**PURPOSE AND EFFECT:** The purpose and effect of this policy revision is to comply with Florida Administrative Code No. 6A-7.0411.

RULEMAKING AUTHORITY: Subsection 1000.41, and 1000.43, Florida Statutes

LAWS IMPLEMENTED: 1000.40, 1000.42, and 1000.43, 1003.31 Florida Statutes

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to amend Policy 8.40 (General Food Service Requirements) to comply with Florida Administrative Code No. 6A-7.0411.

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON: Tuesday, April 23, 2013

PLACE: Max D. Walker School Administration Building 35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

#### NAME OF THE PERSON ORIGINATING THIS RULE:

Rosalyn W. Smith Deputy Superintendent

#### NAME OF THE PERSON WHO APPROVED THIS RULE:

Reginald C. James Superintendent of Schools

#### DATE OF SUCH APPROVAL: March 26, 2013

A COPY OF THE POLICY PROPOSED FOR AMENDMENT MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

> Reginald C. James, Superintendent of Schools For Gadsden County, Florida, and Secretary and Chief Executive Officer of the School Board of Gadsden County, Florida.

#### **CHAPTER 8.00 - AUXILIARY SERVICES**

### **GENERAL FOOD SERVICE REQUIREMENTS**

8.40\*+

- (1) The school food service program shall operate according to requirements set forth in Florida Statutes and State Board of Education rules. The school food service program shall include the federally reimbursed lunch program, ala carte food, beverage offerings, and sale of food and beverage items offered by School Food services through vending machines or other methods to students at all school facilities during the school day and may include the federally reimbursed breakfast program.
- (2) The school food service program shall be an integral part of the District's educational program, offering nutritional and educational opportunities to students.
- (3) Foods and beverages available in schools shall be only those which meet the nutritional needs of students and contribute to the development of desirable health habits unless permitted otherwise by State Board of Education rules and approved by the Superintendent.
- (4) The school food service program shall meet the standards for Food Service and Sanitation and Safety as provided by the Florida State Board of Health and Florida State Department of Education.
- (5) School food and nutrition service funds shall not be considered or treated as internal funds of the local school, but shall be a part of the district school funds. School food and nutrition service funds shall be subject to all the requirements applicable to the district fund such as budgeting, accounting, reporting, and purchasing and such additional requirements is set forth in the written procedures manual authorized in this policy.
- (6) USDA commodities shall be acquired, stored, and utilized in accordance with United States Department of Agriculture and related State Board of Education rules.
- (7) The Superintendent or designee shall develop a written procedures manual to govern school food and nutritional services programs.
- (8) Purchases of perishable produce are exempt from formal bid procedures. The Food Service Management Team, under the direction of the Superintendent and the Assistant Superintendent for Business Services, has authority to accept informal guotes from available providers, make purchases, expend budgeted funds and accept perishable produce without School Board Approval of the bid guotes.

GADSDEN 8.40\*+

### **CHAPTER 8.00 - AUXILIARY SERVICES**

**STATUTORY AUTHORITY:** 

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

1001.43, 1006.06, 1006.0605, F. S.

STATE BOARD OF EDUCATION RULE: 6A-7.040; 6A-7.041; 6A-7.042; 6A-7.045

HISTORY:

ADOPTED: REVISION DATE(S): 9/15/02, 7/15/03, 6/22/04 FORMERLY: 6.401