

AGENDA

REGULAR SCHOOL BOARD MEETING

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

June 22, 2021

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. May 25, 2021, 4:30 p.m. – School Board Workshop
- b. May 25, 2021, 6:00 p.m. - Regular School Board Meeting
- c. June 1, 2021, 6:00 p.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2020- 2021 – **SEE PAGE #6**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2021- 2022 – **SEE PAGE #8**

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. 2021 – 2022 Resolutions for PAEC Services – **SEE PAGE #9**

Fund Source: General Fund

Amount: \$102,142.13

ACTION REQUESTED: The Superintendent recommends approval.

- b. 2021 – 2022 Contractual Agreement for PAEC to Provide English Language Learner (EL) Services - **SEE PAGE #32**

Fund Source: General Fund
Amount: \$80,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Agreement Between the School Board of Gadsden County and Eric Rodriguez, DBA Lamier Technical Services – **SEE PAGE #43**

Fund Source: General Fund
Amount: \$55,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Agreement Between Leslie Peterson, MS CCC SLP and The School Board of Gadsden County – **SEE PAGE #49**

Fund Source: FEFP Dollars
Amount: \$59.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- e. Agreement Between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC - **SEE PAGE #57**

Fund Source: FEFP Dollars
Amount: \$60.00 (per hour for actual hours worked) Occupational Therapy
\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

ACTION REQUESTED: The Superintendent recommends approval.

- f. The Gadsden County School District and Speech and Dysphagia Consulting Group, LLC, Erika Raines – **SEE PAGE #65**

Fund Source: FEFP Dollars
Amount: \$59.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- g. The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist– **SEE PAGE #72**

Fund Source: IDEA dollars
Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- h. Agreement Between The Stepping Stones Group and The School Board of Gadsden County – **SEE PAGE #76**

Fund Source: FEFP Dollars / Mental Health Allocation
Amount: \$58.00 – 61.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.
- i. MOA Between Gadsden County School Board and Florida Department of Health - **SEE PAGE #82**

Fund Source: General Fund
Amount: \$100,100.00

ACTION REQUESTED: The Superintendent recommends approval.
- j. Panhandle Area Educational Consortium (PAEC – FLVS Franchise) Contract Agreement - **SEE PAGE #88**

Fund Source: FEFP Dollars
Amount: Undetermined – based upon enrollment

ACTION REQUESTED: The Superintendent recommends approval.
- k. K12 Florida LLC Virtual School Agreement - **SEE PAGE #94**

Fund Source: FEFP
Amount: Undetermined based upon enrollment

ACTION REQUESTED: The Superintendent recommends approval.
- l. Gadsden County Public School Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manual – **SEE PAGE #141**

Fund Source: FEFP
Amount: Undetermined – based upon enrollment

ACTION REQUESTED: The Superintendent recommends approval.
- m. 2021- 2022 Florida School Board Insurance Trust – Comprehensive Insurance Coverage – **SEE PAGE #166**

Fund Source: General Fund
Amount: \$1,118,580.00

ACTION REQUESTED: The Superintendent recommends approval.

8. STUDENT MATTERS

- a. Student Expulsion – See back-up material

Case #39-2021-0052

ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

- a. Metal Framing, Sheetrock and Acoustical Ceiling Tile Services – Continuing Services - **SEE PAGE #178**

Fund Source: 110

Amount: \$38.00 hourly labor rate, 15% markup for materials and 10% markup for equipment rentals

ACTION REQUESTED: The Superintendent recommends approval.

- b. Architectural and Professional Services Continuing Services Contract **SEE PAGE #181**

Fund Source: determined on a project by project basis

Amount: determined on a project by project basis

ACTION REQUESTED: The Superintendent recommends approval.

- c. Contract for Continuing Services for Roofing and Roofing Repairs **SEE PAGE #204**

Fund Source: General Fund and Capital Projects Fund

Amount: Varies by project

ACTION REQUESTED: The Superintendent recommends approval.

- d. Purchase Order Request for Brooks Building Solutions – **SEE PAGE #238**

Fund Source: 110 E 8100 3500 9020 1005

Amount: \$92,014.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. Custodial Supplies – District Wide with Purchase Order Request **SEE PAGE #267**

Fund Source: 110

Amount: Amounts per Bid – Purchase Order Request for \$60,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- f. Request to Award RFP 2021-0002 Door Replacement Project – Phase 1 and Request for Purchase Order – **SEE PAGE #274**

Fund Source: to be determined

Amount: \$146,575.00

ACTION REQUESTED: The Superintendent recommends approval.

- g. Request to Award RFP 2021-0003 Door Replacement Project and Request for Purchase Order – **SEE PAGE #318**

Fund Source: to be determined

Amount: \$105,975.00

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ISSUES

- a. Medical Physicals 2021 – 2022 – **SEE PAGE #359**

Fund Source: 110

Amount: \$8,100.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. EDUCATIONAL ISSUES

- a. Advocacy Committee Representative and Advocacy Committee Alternate
SEE PAGE #362

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

13. SCHOOL BOARD REQUESTS AND CONCERNS

14. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY



35 Martin Luther King, Jr. Blvd
 Quincy, Florida 32351
 Main: (850) 627-9651 or Fax: (850) 627-2760
 www.gadسدenschools.org

Elijah Key, Jr.
Superintendent
 keye@gcpsmail.com

"Putting Children First"

June 22, 2021

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 2020-2021

Item 6B Instructional and Non-Instructional Personnel 2021-2022

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of June 22, 2021.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2021</u>
Classroom Teachers and Other Certified	120 & 130	361.00
Administrators	110	55.00
Non-Instructional	150, 160, & 170	388.00
		<u>804.00</u>

Sincerely,

Elijah Key, Jr.
 Superintendent of Schools

Cathy S. Johnson
 DISTRICT NO. 1
 Havana, FL 32333
 Midway, FL 32343

Steve Scott
 DISTRICT NO. 2
 Quincy, FL 32351
 Havana, FL 32333

Leroy McMillan.
 DISTRICT NO. 3
 Chattahoochee, FL 323324
 Greensboro, FL 32330

Charlie D. Frost
 DISTRICT NO. 4
 Gretna, FL 32332
 Quincy, FL 32352

Karema D. Dudley
 DISTRICT NO. 5
 Quincy, FL 32351

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

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

LEAVE

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Jones, Trina	Transportation/Bus Aide	05/24/2021	06/18/2021
Knight, Nishani	Teacher/HMS	04/19/2021	06/22/2021

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Galloway, Tiresia*	GCHS	Reading Coach	06/22/2021
Hopkins, Kysha*	WGMS	Teacher	06/22/2021
Jenkins, Robin	GWM	Teacher	06/22/2021
Kirkland, Germaine*	JASMS	Assistant Principal	06/30/2021
McDaniel, Michael	GCHS	Teacher	06/22/2021
Randolph, Niara	Head Start/PreK	Coordinator, Health Services	06/30/2021
Thomas, Cierra	GCHS	Teacher	06/22/2021
Waldman, Kevin	HMS	Teacher	06/22/2021

*Resigned to accept another position within the District

SUBSTITUTES

Teacher

Brown, Joy
Richards, Judy

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2021-2022

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

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Denson, Valencia	Head Start/PreK	PreK Program Coordinator	07/01/2021
Saxton, Thomas	GTI	Director, Vocational/Adult Ed	07/01/2021

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Borra, Samyuktha	WGHS/Teacher	CPA/Teacher	08/09/2021
Jones, Pamela	GCHS/Principal	SSES/Principal	07/01/2021

INSTRUCTIONAL AND NON INSTRUCTIONAL 2021/2022

PS INSTRUCTIONAL

Clarke, Jonnie

AC INSTRUCTIONAL

Borra, Samyuktha

Lee, Sharron

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEMS: 2021-2022 Resolutions for PAEC Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the following services with their respective costs to be provided by the Panhandle Area Educational Consortium:

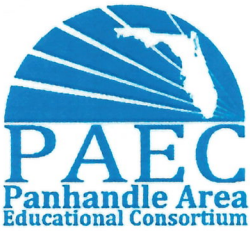
• PAEC Membership Services	\$12,302.84
• Professional Development Center	16,279.97
• Gateway Computing Consultants (Payroll/Finance)	47,087.60
• Human Resources Support Services	6,663.43
• Student Data Support Services	<u>19,808.29</u>
Total	\$102,142.13

FUND SOURCE: General Fund

AMOUNT: \$102,142.13

PREPARED BY: Bonnie Wood

POSITION: Finance Director



John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

Contact Person: Linda Arrant
(850) 638-6131 Ext. 2234
linda.arrant@paec.org

May 27, 2021

Superintendent Elijah Key
Gadsden County School Board
35 Martin Luther King Boulevard
Quincy, FL 32351

RE: Request school board approval of 2021-22 Resolutions for PAEC Services

Dear Superintendent Key,

We appreciate the opportunity to continue serving your school district!

Please find attached the annual resolutions for PAEC support service projects in which your district participates.

The following resolutions need school board approval and signatures:

- 2021-22 Resolution and Contract for District Participation in the Panhandle Area Educational Consortium
- 2021-22 PAEC Professional Development Center (PDC) Resolution and Contract for District Participation
- 2021-22 PAEC Human Resources Support Services Resolution and Contract for District Participation
- 2021-22 PAEC Gateway Educational Computing Consultants Resolution and Contract for District Participation
- 2021-22 PAEC Student Data Services Resolution and Contract for District Participation
- 2021-22 PAEC Student Data Supplemental Assessment Agreement

After school board approval and signatures, please return the signature page to Veronica Smith (veronica.smith) - either scanned in color or US mail. A final copy will be returned to you upon completion of signatures.

Invoices for each service will be sent to your finance office in July.

Thank you, again, for choosing PAEC for this service.

Sincerely,

John T. Selover
Executive Director

JTS/lisa

Attachments



Advancing Schools & Communities for Student Success



**Master Resolution and Contract
for District Participation in PAEC Central Services
2021-22**

This Central Services Master Contract is between Panhandle Area Educational Consortium through its District of Record, the School Board of Washington County and the School Board of Gadsden County. This signature page is incorporated into and subject to all terms and conditions of the attached individual resolutions.

Service:	District Assessment:
PAEC Membership Services	\$ 12,302.84
Professional Development Center	\$ 16,279.97
Human Resources Support Services	\$ 6,663.43
Gateway Educational Computing Consultants (Finance/Payroll) <i>Gateway Support Services (\$5,459.18 credit)</i>	\$ 17,937.91
<i>Skyward License Fee (flow through to Skyward)</i>	\$ 12,478.73
<i>ISCorp Hosting Fee (flow through to Skyward)</i>	\$ 27,198.50
<i>ISCorp Hosting Fee (flow through to Skyward)</i>	\$ 7,410.37
Student Data Services <i>Student Data Support Services</i>	\$ 18,007.54
<i>Supplemental Assessment for new districts</i>	\$ 1,800.75
	\$ 107,601.31
TOTAL (with credit)	\$ 102,142.13

APPROVED

School Board of Gadsden County

**School Board of Washington County on
behalf of Panhandle Area Educational
Consortium**

Elijah Key, Superintendent

Herbert J. Taylor, Superintendent

Date:

Date:

Leory McMillan, Board Chairman

Milton Brown, Board Chairman

Date:

Date:

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:

BOD approval: May 13, 2021
WCSB approval: June 14, 2021

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**



A resolution of the District School Board of Gadsden County, Florida, hereinafter referred to as District School Board, pursuant to Florida Statutes, Sections 230.23(4)(j), 230.23(12), and 1001.451, adopting a plan for cooperating with school boards of other districts in this state in a Regional Consortium Service Organization, the Panhandle Area Educational Consortium (PAEC), for acquisition of materials, supplies, equipment, contracted services, and participation in programs and projects, when such meets specific needs of the district and is deemed educationally/monetarily beneficial by the school board.

WHEREAS, the District School Board has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs, and services when it is to the best interest of the taxpayers of their county and for the best interest of the educational system and the school children of the school district, and

WHEREAS, it is necessary to adopt resolutions spread upon the minutes of each participating school board, which provide a plan for cooperating with school boards of other districts in the state for the projects and activities cooperatively initiated, and

WHEREAS, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School**, and all such other eligible school boards which adopt a like resolution and are approved for Consortium membership by the Board of Directors, hereinafter called the Member Districts, have established and participated in the Panhandle Area Educational Consortium (PAEC), a Regional Consortium Service Organization, jointly performing, bidding, contracting for, and purchasing certain materials, supplies, equipment, and services to be used in respective school systems, and

WHEREAS, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all programs, services, projects, and activities initiated through recommendation of the Board of Directors to its designated District of Record, the Washington County School Board (WCSB), for approval.

I. SPECIFIC DISTRICT NEEDS. That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include:

- A. Educational/instructional needs of specific student populations.
- B. Professional development often mandated by law, for both instructional and non-instructional personnel.
- C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
- D. Student evaluation services.
- E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
- F. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.

II. SERVICES TO DISTRICT. That the District School Board does hereby determine that it is in the best interest of the taxpayers of their county to cooperate with other school districts in the operation of the PAEC, availing themselves of the services which meet specific district needs. Projects, programs, and contracted services may also be provided to non-member districts. Non-member districts shall pay for contracted services or goods received in the manner provided in Section IV of this Agreement or in the manner designated by the Board of Directors. Services will be provided through the PAEC. The services provided include, but are not necessarily limited to, the bidding, contracting, and purchasing arrangements pursuant to a plan of implementation for the following:

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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- A. Professional Development Center with electronic learning content and management system (FloridaLearns Academy™)
- B. Federal and State Discretionary Programs
- C. Federal and State Mandated Programs
- D. Cooperative Bidding & Purchasing
- E. Risk Management Services
- F. Financial and Data Management Information Services (Gateway)
- G. Distance Learning Services
- H. Instructional Services
- I. Resource Development
- J. Exceptional Student Education Services
- K. Federal and State Grant Procurement and Coordination
- L. Health Insurance
- M. Planning and Accountability
- N. Student Data Services
- O. Any other services recommended by the Board of Directors of the Consortium and approved by the District of Record, currently the Washington County School Board.

III. METHOD(S) OF EVALUATION. That the Superintendent or designee will, at least annually, evaluate the results of services provided through the PAEC as follows:

- A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government (ex. FDLRS, SEDNET, Migrant Education, Read with Me!, Title IV, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Alignment with the district's instructional professional development plan
 - 3. Alignment of program activity to the needs of the district
- B. For contracted services, (ex. Risk Management, Student Data Services, Gateway Finance/Payroll, Professional Development Center, My Virtual Classroom, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved.
 - 2. Cost efficiency.
 - 3. Alignment of program activity to the needs of the district
 - 4. Benefits derived by the district. Fulfillment of obligations itemized in the contract
- C. For professional development provided, (ex. principal leadership academy, new teacher academy, online professional development via ePDC, add-on endorsement programs, leadership conference, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency.
 - 3. Alignment with the professional development needs of the district
- D. For cooperative programs/activities (ex. cooperative purchasing, etc.) involving pooling of districts' resources, your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency.

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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3. Alignment of program activity to the needs of the district

IV. DISTRICT PARTICIPATING IN FUNDING. That the District School Board will pay allocated costs for the services or goods received through participation in specific programs, projects, or activities of the Consortium. All assessments of compensation will be based on actual costs incurred, as itemized in contracts and/or invoices. The projected cost will be furnished to the superintendent prior to implementation of the service, with adjustments for actual costs being made only upon mutual consent of both parties.

V. PENALTIES AND SEVERABILITY.

- A. Should the District of Record, currently WCSB, in its capacity as fiscal agent for PAEC, be assessed a penalty or fine (including reimbursement of grant funds) by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC, then the Member Districts would share responsibility for satisfaction of the penalty or fine based on the following:
 1. 50% of the fine or penalty shall be allocated equally among all the Member Districts.
 2. The remaining 50% of the fine or penalty shall be allocated among the Member Districts according to each district's percentage of the total FTE.
 3. The total of the amount to be allocated among the Member Districts under subparagraphs 1) and 2) shall first be reduced by any and all amounts recoverable by insurance or other bonds.
- B. Each Member District acknowledges and agrees that, as a condition of continued participation in the PAEC, each Member District is required to comply with and perform the above provision regarding satisfaction of any such fines or penalties. In the event that a Member District fails to satisfy its allocation as set forth above, the PAEC Board of Directors shall determine the repayment schedule for the Member District and any interest due PAEC. Member District agrees that if repayment has not been made by the date of expiration of this repayment period, said district:
 1. Shall no longer be eligible for participation as a Member District in PAEC.
 2. Shall no longer be a member of PAEC.
 3. Shall not be entitled to continue to receive any of the benefits of membership in PAEC. Any Member District whose participation in PAEC is terminated under this resolution shall pay all allocated costs that have accrued to that district by virtue of participation in PAEC through the end of the month during which termination of participation occurs.
- C. In the event a Member District's participation is terminated pursuant to the foregoing paragraph B, and that former member has not satisfied its allocated share of any fine or penalty in accordance with paragraph A, then the allocated share of each of the remaining Member Districts shall then be re-determined in accordance with paragraph A based on the number of the remaining Member Districts and their respective percentage of the total FTE.
- D. The District of Record, currently WCSB, shall be responsible, only as allocated above as a Member District, for any such penalty or fine (including reimbursement of grant funds) assessed by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC. In the event that the other Member Districts fail to comply with the above provisions relating to satisfaction of fines or penalties, WCSB shall have the right to terminate its fiscal agent agreement during the term of said agreement on the following terms:
 1. WCSB must give written notice and a thirty-day opportunity to cure any such failure to comply to the Member District or districts involved and to PAEC;
 2. Termination shall not be permitted during the term of the agreement if the noncompliance is cured within the thirty-day period;

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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3. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated.
- E. Should the District of Record, currently Washington County School Board (WCSB), based on its own mismanagement or negligence, be assessed a fine or penalty (including reimbursement of grant funds) or be prohibited by any governmental agency or court from receiving any grant, PAEC (through its Board of Directors) shall have the right to terminate the fiscal agent agreement with WCSB by giving written notice and may appoint a new fiscal agent. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated. There shall be no other monetary liability from PAEC or any other Member District to WCSB in the event of any such termination.
- F. Should PAEC be dissolved or moved to a different physical location by action of the PAEC Board of Directors, the District of Record, currently WCSB, shall dispose of the current PAEC facility in accordance with the terms of the Annual Fiscal Agent Agreement Between the Washington County District School Board and the Panhandle Area Educational Consortium (“Annual Agreement”), reflecting PAEC’s equitable ownership in its current physical facility. The PAEC Board of Directors would determine the use of the funds from the sale of the property.
- G. It is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member’s liability as set forth in Section 768.28, Florida Statutes.

VI. GOVERNANCE OF PAEC. That the organization and governance of the PAEC shall be as follows:

- A. The Board of Directors has designated the WCSB to serve as the District of Record for contractual and reporting purposes for the Consortium. Said Board will:
 1. Serve as employer for all Consortium staff, establishing policies in collaboration with the Board of Directors by which all personnel so employed will be governed. The District of Record assumes no liability for continued employment of Consortium staff in the event of loss of funds, discontinuation of project services or a reduction in force by Consortium Board of Directors. Additionally, the provisions of Section V (Penalties and Severability) shall apply to the extent that the District of Record (currently WCSB) were to be found liable and required by an administrative agency or court of competent jurisdiction to make a payment for unpaid wages or other losses to an employee of PAEC as a result of an employment action taken by PAEC so that any such liability shall be shared by the members of PAEC. The provisions of Section V shall only apply, however, in the event the order is not reversed or vacated on appeal. Additionally, nothing herein shall be construed or intended by any member or PAEC to serve as a waiver of any immunity of any kind. This provision shall not apply in the event it was deemed to be any such waiver of any type of immunity from liability. Moreover, it is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member’s liability as set forth in Section 768.28, Florida Statutes.
 2. Serve as title holder for building complex on 753 West Boulevard, Chipley for PAEC and its Member Districts according to “Annual Fiscal Agent Agreement Section B. Equitable Ownership of Building Complex at 753 West Boulevard”.
 3. Serve as District of Record for the Consortium, with mutually agreed upon compensation for services. These services will include, but not be limited to:
 - a. Monthly financial report to Member Districts.
 - b. Separate report on the financial status of the Consortium in the annual financial report of the district to the Commissioner.

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids and procedures for operation of the Consortium as part of the District of Record's consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record's decision.
- B. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
1. Determine all policies for operation of the Consortium.
 2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
 3. Determine Consortium salary schedule and compensation plan.
 4. Recommend establishment of positions and individuals for appointment to the District of Record.

The Board of Directors has full authority to control the Consortium within the parameters of Florida Statutes, State Board of Education administrative rules, and the Board-approved policies of the school board of the District of Record.

- C. An Executive Director, recommended by the Board of Directors and approved by the school board of the District of Record, will manage the operation of the Consortium. Said Executive Director will:
1. Be responsible for compliance of Consortium operation with all Consortium policies, applicable State Laws, and State Board of Education Regulations.
 2. Keep the Board of Directors and District of Record apprised of all Consortium activities.

VII. TERMS OF AGREEMENT. The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2021. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

VIII. TERMINATION OF AGREEMENT. Any participant may withdraw from this agreement by written notification to the PAEC Executive Director six months prior to renewal.

This Agreement among the Member Districts of the Consortium, as set forth in this resolution, will be in operation and effect from July 1, 2021, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2021.

For PAEC membership, each district pays a fixed base of \$3,000 plus \$2.00 / FTE per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate.

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for PAEC, the sum of **\$12,302.84**, payable upon completion of this resolution.

BOD approval: May 13, 2021

WCSB approval: June 14, 2021

**THE PAEC PROFESSIONAL DEVELOPMENT CENTER (PDC)
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION
2021-2022**



A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Professional Development Center** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

WHEREAS The District School Board of Gadsden County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS The District School Board agrees to participate along with other participating and member districts in the PAEC Professional Development Center (PAEC PDC) and

WHEREAS PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Professional Development Center Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Professional Development Center).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT

The general services to be provided by PAEC/PDC are to:

- A. Coordinate and facilitate the PAEC Professional Development Center Council meetings with district instructional and curriculum administrators with opportunities for networking, sharing effective practices and Florida Department of Education updates. PAEC Professional Development Center will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Provide technical assistance with implementation of legislative mandates and FLDOE initiatives.
- C. Coordinate the 5-year Professional Learning Catalog for Professional Development with annual review and revision as necessary, with subsequent submission of required board approval documentation to the Florida Department of Education.
- D. Develop and renew add-on endorsement plans.
- E. Develop and update, as needed/required, a Leadership Development Plan.
- F. Integrate a standard electronic Professional Learning Plan (PLP) with ePDC.
- G. Coordinate review and revision of the Annual Professional Development Needs Assessment and provide availability to districts.
- H. Update the Professional Development System (ePDC) to meet revised Florida Statute guidelines and FDOE standards.
- I. Make ePDC revisions on an ongoing basis to meet evolving district and educator needs.
- J. Provide annual update training for district administrators on the PAEC *electronic* Professional Development Connections (ePDC).
- K. Provide discounted prices for PAEC online courses, except for Athletic Coaching Endorsement courses. PDC member price will be no more than \$3/credit hour as compared to \$5.95/credit hour for non-members.
- L. Provide a toll-free Technical Support Hotline.
- M. Provide pre-audit technical assistance in preparation for Florida's Professional Development System Protocol site visits.
- N. Coordinate multi-district professional learning activities in collaboration with district professional learning, literacy and other curriculum contacts.
- O. Collaborate with a variety of organizations/agencies to bring no-cost professional learning opportunities to PAEC member districts. PAEC consultants publicize, facilitate, register, track attendance, and provide and review implementation and evaluation follow up assignments.
- P. Assist district or school staff with appropriate selection of presenters for delivery of needs-based professional development.
- Q. Provide additional services at no cost.

Services may include:

- a. Seek legislative funding for local initiatives.
- b. Grant writing assistance as requested.
- c. Collaborate with colleges and universities to share information across the consortium regarding upcoming trainings.
- d. Provide WIDA assessment trainings and other updates as needed or required.
- e. Coordinate and provide an annual Leadership Conference event for district and school administrators.
- f. Coordinate the PAEC Literacy Council meetings with district reading staff and administrators.
- g. Coordinate the PAEC Principal Convening sessions.
- h. Coordinate the PAEC Guidance Counselors Convening sessions.
- i. Coordinate and facilitate Textbook Adoption Fairs, as needed or required by the State.

II. GOVERNANCE.

The PAEC Board of Directors has established the PAEC Professional Development Center entity to work with districts on their PDC needs. As part of its work, the PAEC Professional Development Center shall have an Advisory Committee. The officers of the Council will be a chairperson and co-chairperson. Officers will also be voting members. The term of office will be two (2) years provided the officeholder has been reappointed to the PDC Council by his/her district school board. Nominees for chairperson shall have served a minimum of 12 months prior to nomination. The Committee shall assist the PAEC Executive Director in the overall management of PAEC PDC.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one or two representatives to serve on the Advisory Committee and that person will serve as the primary PDC contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for facilitating internal communication regarding available trainings to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by the PAEC Professional Development Center are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden, will pay for services received through participating in the PAEC PDC program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate and Workforce Development Information System (WDIS) at a rate of \$3.50/FTE. Reported FTE is **4,651.42** and the total participation sum is **\$16,279.97**. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by August 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC PDC shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date") unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC PDC shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC PDC program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 1st of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/PDC is transferred to another District of Record, all equipment purchased with PAEC/PDC funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above-described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent, and District of Record for PAEC and PAEC Professional Development Center, the sum of **\$16,279.97**, payable upon execution of this resolution/contract.

BOD approval: May 13, 2021

WCSB approval: June 14, 2021



GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **Gateway Educational Computing Consultants** and **The District School Board of Washington County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

WHEREAS, The District School Board of Gadsden, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the Gateway Educational Computing Consultants (Gateway) and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
 - A.** PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - B.** Contracting for software updates, maintenance, and technical assistance.
 - C.** Application of software updates implemented at hosting service.
 - D.** Training of district personnel with regard to:
 - 1. Initial and continuing implementation of system
 - 2. Operational changes required by software updates
 - 3. Operational changes per requirements of the Florida Department of Education.
 - E.** On-site and telephone consultation to provide technical assistance and problem correction.
 - F.** Technical assistance in the maintenance of files to provide long-term records
 - G.** Technical assistance in the operation of data processing equipment necessary to operate the system.
 - H.** Maintenance of disk packs required for software libraries and online user files.
 - I.** Technical assistance in providing required automated files to DOE.
 - J.** Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
 - K.** Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
 - L.** Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

II. GOVERNANCE

The PAEC Board of Directors has established the PAEC Gateway Educational Computing Consultants entity to work with districts on their financial data processing needs. As part of its work, the PAEC Gateway Educational Computing Consultants shall have an Advisory Committee. The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan (for staff paid from project budget) and PAEC Overhead Funding Plan.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary Finance contact (POC) between PAEC Gateway and the district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- E. Responsible for importing data into system.
- F. Responsible for facilitating internal training to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Gateway are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Gateway and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Gateway.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County will pay for services received through participating in the PAEC Gateway Educational Computing Consultants. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$14,500.00 plus a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate as per the 2020-2021 year's enrollment @ a rate \$.6794784560. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Gateway Educational Computing Consultants shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Gateway shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Gateway Educational Computing Consultants program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15 of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 15 of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. EQUIPMENT PURCHASES AND TRANSFERS. The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to

the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above described services, The District School Board of **Gadsden County**, Florida, agrees to pay The District School Board of **Washington County**, Florida, fiscal agent and District of Record for PAEC and PAEC Gateway Finance, the sum of \$12,478.73 for Gateway Services, the Skyward License Fee of \$ 27,198.50, and the ISCorp hosting fee of \$7,410.37 - a total of \$47,087.60 - payable upon execution of this resolution/contract.



**PAEC HUMAN RESOURCES SUPPORT SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Human Resources Support Services** and **The District School Board of Gadsden County, Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

WHEREAS, The District School Board of Gadsden County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Human Resources Support Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by PAEC and approved by the Board of Directors of PAEC.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT

The specific needs, which will be met by consortium activity as they relate to the Human Resources Support Services to Districts, are:

- A. PAEC Human Resources Support Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Assist in streamlining Human Capital Management System and utilizing system data metrics.
- C. Facilitate networking and sharing of best practices in school district Human Resources.
- D. Assist district in planning and coordinating targeted professional development.
- E. Collaborate and inform on all matters related to innovative recruitment and retention initiatives/strategies.
- F. Provide training and support for implementation of Skyward Fast Track.
- G. Assist in development of recruitment programs, budgets, brochures, and other related material.
- H. Target specific universities and teaching colleges within Florida and out-of-state, if applicable, for recruitment visits (includes registration fees for respective career fairs).
- I. Coordinate with district staff to plan a recruitment event for the Northwest Florida region.
- J. Work with district and PAEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- K. Work with districts on grow-your-own teacher initiatives (including Future Educator Clubs).
- L. Serve as a liaison with the Florida Department of Education Educator Recruitment Development and Retention Office and work to secure support for PAEC recruitment initiatives.

II. GOVERNANCE

PAEC Human Resources Support Services shall be under the PAEC Business Services Department.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative who will serve as the primary HR contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for providing feedback on meeting sites, agenda items, etc.

IV. PAEC ASSETS

Training and Website materials provided by the PAEC Human Resources Support Project are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

- V. DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden will pay for services received through participating in the PAEC Human Resources Project. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. The District hereby agrees to pay, a base sum of \$3, plus a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate as per the 2020-2021 year's enrollment @ a rate of .66 per FTE. This contribution shall be the total obligation of each participant during the agreement year unless additional assessments are approved by the District. Payment must be made by the District and received by PAEC by August 15.

- VI. TERMS OF AGREEMENT.** The term of this agreement with PAEC Human Resources Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Human Resources Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Human Resources Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 1st of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING

PAEC Human Resources Services Project is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Human Resources Services Project staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Human Resources Services Project shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS

The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/Human Resources Services Project is transferred to another District of Record, all equipment purchased with PAEC/Human Resources Services Project funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of **Gadsden County**, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Human Resources Services, the sum of \$6,663.43 , payable upon execution of this resolution/contract.



PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services**, and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

WHEREAS, The District School Board of Gadsden County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
 - A. Web repository of training documents and videos.
 - B. Focus Software Training for end-users scheduled on mutually agreed upon dates:
 1. 100 hours of live webinar training.
 2. 35 hours of on-site training occurring over 5 days.
 - C. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - D. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
 - E. Training of district MIS contact:
 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 2. Quarterly training sessions of pertinent procedures involving the Student Information System.
 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
 - F. Weekly hot topic email newsletter.
 - G. 3rd Party system integrations as defined no later than December 31, 2021.

- II. GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee and approved by the PAEC Board of Directors.

III. DISTRICT RESPONSIBILITIES

- A. Meet required deliverables as outlined in the software conversion project plan.
- B. Provide accurate and clean data for the data conversion to Focus Student Information System.
- C. MIS staff responsible for attending all trainings.
- D. All district staff required to attend designated training.
- E. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- F. Provide all 3rd party integration file specifications and provide answers to any questions about the integrations by December 31, 2021.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County, Florida, will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$13,500 plus a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate and Workforce Development Information System (WDIS) as per the 2020-21 year's enrollment @ a rate of \$0.946537517. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15th of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

- VIII. ADMINISTRATIVE/STAFFING.** PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.
- IX. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, **The District School Board of Gadsden County, Florida**, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of \$18,007.54, payable upon execution of this resolution/contract.

BOD date: May 13, 2021
WCSB date: June 14, 2021

Panhandle Area Educational Consortium Supplemental Assessment Agreement

THIS AGREEMENT is entered into by and between the Gadsden County School Board, 35 Martin Luther King, Jr. Blvd Quincy Florida 32351 hereinafter referred to as "Contractee", and the Panhandle Area Educational Consortium (PAEC), 753 West Blvd. Chipley Florida 32428 hereinafter referred to as "Contractor". This Agreement related to PAEC project # 78485, entitled Student Data Services.

WHEREAS, Contractee wishes to participate in THE PAEC Student Data Services program;

WHEREAS, the Contractor agrees to provide Contractee with access to its existing Student Data Services, along with its other participating school districts; and,

WHEREAS, Contractee acknowledges that there are certain up-front costs which must be paid by new school districts choosing to enter into an agreement for the provision of PAEC Student Data Services.

NOW, THEREFORE:

1. Contractee agrees to compensate Contractor in the amount of \$1,800.75. The payment schedule will be upon receipt of invoice. The invoice will be signed by the Contractor, and will reference the PAEC contract number, as shown above. Payment of the invoice should, include appropriate supporting documentation, and be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428.

2. Contractor agrees to pay a first-year supplemental assessment in the amount of \$1,800.75, which equals 10% of its annual assessment (\$18,007.54), which is non-refundable. This supplemental assessment is applied to new participating districts in PAEC's Student Data Services project. A separate agreement will be entered into with the parties for the annual assessment referred to as the Resolution and Contract for District Participation.

3. Contractor agrees that it will pay this supplemental assessment prior to December 31, 2021, and prior to its participation in the PAEC Student Data Services project. Contractor agrees that it will ensure the 10% one-time non-refundable supplemental assessment is added to the rollover funds.

4. PAEC's Executive Director or his designee, will direct the activities of this Agreement.

5. 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 the agreement can be presented to the Washington County School Board for approval.

This contract is subject to 2 CFR 200 Code of Federal Regulations
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 2 CFR Appendix II to Part 200, Section (H), "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/Contractor'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:

Applicable Florida Statutes:

Section 287.058, Florida Statutes -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and post-audit 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.

Section 287.0582, Florida Statutes -

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

Section 216.347, Florida Statutes -

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

Section 215.422, Florida Statutes -

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.

Section 1012.465, Florida Statutes -

- (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 Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 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 Contractee 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 Contractee 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 funding. 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.

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

School Board of Bradford County

**School Board of Washington County on
behalf of Panhandle Area Educational
Consortium**

Elijah Key, Superintendent

Herbert J. Taylor, Superintendent

Date:

Date:

Leory McMillan, Board Chairman

Milton Brown, Board Chairman

Date:

Date:

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:

BOD: May 13, 2021
WCSB: June 14, 2021

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEMS: 2021-2022 Contractual Agreement for PAEC to provide English Language Learner (EL) Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the renewal contractual agreement with the Panhandle Area Educational Consortium (PAEC) for the purposes of providing English Language Learner (EL) Services to Gadsden County School District students who are English Language Learners as well as their families and community stakeholders. These English Language services that are required by state and federal laws affect approximately 400 students. Broad areas of services include:

- Programmatic
- Staff
- Student and Family Services
- Professional Development
- Curriculum

FUND SOURCE: General Fund

AMOUNT: \$80,000.00

PREPARED BY: Bonnie Wood

POSITION: Finance Director

School Board of Gadsden County, Florida
RENEWAL CONTRACTUAL AGREEMENT
Fiscal Year: 2021-2022

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the “RECIPIENT”, organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Panhandle Area Educational Consortium (PAEC)**, an regional educational agency with their principal place of business at 753 West Boulevard, Chipley, FL 32428 for the purposes of providing English Language Learner (EL) Services to Gadsden County Public School EL students, families, and community stakeholders. The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in their agreement with the Superintendent and School Board of Gadsden County to provide EL language services in Gadsden County as further set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved by the Superintendent and School Board of Gadsden County. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon provision of acceptable levels of service, positive academic results, approval from the School Board, and continued funding available through General Revenue dollars to fund the required services.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to provide academic support, tutoring, mentoring, educational leadership, and professional experiences for Gadsden County EL students as specifically described in Appendix A. Broad areas of services with responsibilities further described in Appendix A include.

- Programmatic
- Staff
- Student and Family Services
- Professional Development
- Curriculum
- General

Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent and Area Directors of Curriculum and Instruction.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on the week of July 1, 2021 and end June 30, 2022 contingent upon the approval by the district School Board as stated in Article 1 above. As required by law,

this AGREEMENT shall be subject to review and renewal if performance is deemed satisfactory, and if the School Board and Superintendent approve.

(b). The CONTRACTOR shall begin performing the contract on the week of July 1, 2021 and finish the project by June 30, 2022.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a CONTRACTOR upon its request either before outlays are made by the CONTRACTOR or through the use of predetermined payment schedules.
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONTRACTOR'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance. .
Date of Completion	means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	means all necessary, allocable, reasonable, and allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
CONTRACTOR	means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Sub-award	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR. The term includes financial assistance when provided by any legal AGREEMENT, even if the AGREEMENT is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". The sub-award does not create a sub-contractor relationship with contracted entity. Sub-awards are awarded to vendors for the procurement of goods and/or services.
Termination	means the cancellation of award, in whole or in part, under an AGREEMENT at any time prior to the date of completion.
Working Capital	means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR in two equal payments of \$40,000 (forty thousand dollars) upon the receipt of invoices from the CONTRACTOR that include documentation describing the services rendered by the CONTRACTOR in support of the project for the period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment. In full and complete compensation for all services provided by the CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to PAEC the amount of no more than \$80,000.00 (eighty thousand dollars). Invoices shall be prepared and addressed to: Ms. Bonnie Wood, Director for Finance. Checks shall be made payable to PAEC and mailed to PAEC. The invoices will document the services provided, monthly activity logs, agendas and minutes of all meetings and workshops/activities, copies of curriculum developed, faculty/staff meetings monitoring student progress, sign-in sheets, and any other content material or lesson plans developed.

(b) The CONTRACTOR shall not pledge the RECIPIENT’S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is no more than \$80,000.00

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida’s Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR’S records that are directly pertinent to this AGREEMENT. The CONTRACTOR will submit all academic records to the principals so that they can be retained for the required five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements.

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review and renewal as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by the CONTRACTOR in the performance of the AGREEMENT prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent agent and not an employee, sub-contractor, or agent of the RECIPIENT. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. The CONTRACTOR shall be acting as an independent CONTRACTOR in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense

adequate insurance or self-insurance coverage to satisfy its liability obligations under this AGREEMENT.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

(a) The CONTRACTOR'S contract administrator and contact is Dr. Maria Pouncey, Administrator for Instructional Services and/or her designee.

(b) The RECIPIENT contract administrator and contact is TBD, Director of Federal Programs and/or her designee.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or AGREEMENTS on this subject.

CONFLICT OF INTEREST: As of the date of this AGREEMENT and throughout the term of this agreement, CONTRACTOR agrees that they are not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with its ability to fulfill the terms of the AGREEMENT.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Panhandle Area Educational Consortium have executed this AGREEMENT.

Mr. John Selover
Executive Director, PAEC

Date

Mr. Elijah Key
Superintendent of Schools

Date

Mr. Leroy McMillan
Chairman, Gadsden County School Board

Date

Appendix A

Program Responsibilities for Contracted English Learner Services

Programmatic:

- Provide leadership, coordination and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e. after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- If funding continues for the **Title III Immigrant** program provide: (A) family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children (B) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (C) identification, development, and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with awarded funds. (D) basic instructional services that are directly attributable to the presence of immigrant children and youth in the district, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instructional services; (E) other instructional services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; (F) activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of immigrant children.

Staff:

- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the www.gcps.k12.fl.us website with materials, training, and other EL communications.

Student Services:

- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.

- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
 - Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
- Develop student study teams as necessary to assist EL students who need accommodations.
- Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or accommodations.
- Purchase/provide materials and activities which address EL student needs as requested – supplies and materials will come from funding from Title III projects.
- Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
- Translate student transcripts from foreign countries to equate listed courses with appropriate district courses
- Prepare appropriate correspondence in parent's native language to provide notice of enrollment in the EL program as required by law.
- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21st Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21st CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.

Professional Development:

- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden's staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IEP, and other school meetings as requested by parents, district, and/or school leaders/teachers.

Curriculum:

- Preview, evaluate, and recommend EL classroom materials as requested.
- Provide Superintendent and Area Directors of Curriculum with recommendations for EL curriculum and EL staff
- Coordinate EL educational programs with community organizations.
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.

General Responsibilities:

- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.

- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.
- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

ELL PAEC Contract will provide:

Summary of bullets below: Program operation to include staff to implement the required EL operations of the district, student and family services, professional development, curriculum development and implementation, and general operations of the office.

- Provide leadership, coordination and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e. after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the www.gcps.k12.fl.us website with materials, training, and other EL communications
- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.
- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
 - Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
- Develop student study teams as necessary to assist EL students who need accommodations.
- Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or accommodations.
- Purchase/provide materials and activities which address EL student needs as requested – supplies and materials will come from funding from Title III projects.
- Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
- Translate student transcripts from foreign countries to equate listed courses with appropriate district courses
- Prepare appropriate correspondence in parent's native language to provide notice of enrollment in the EL program as required by law.

- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21st Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21st CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.
- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden's staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IEP, and other school meetings as requested by parents, district, and/or school leaders/teachers.
- Preview, evaluate, and recommend EL classroom materials as requested.
- Provide Deputy Superintendent and K12 Director with recommendations for EL curriculum and EL staff
- Coordinate EL educational programs with community organizations.
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.
- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.
- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.
- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

This is a renewal contract with PAEC for continuing operation of the ESOL and Immigrant Programs. PAEC will provide all the staffing and deliverables for the ESOL/EL program required of GCPS for EL and Immigrant students. Florida Statute and Florida Consent decree require the district to provide staff to manage the requirements of the district program for ESOL/EL students. This contract pays PAEC to handle all of the operation, federal and state reporting, and federal and state monitoring of GCPS' ESOL/EL program. Statutory requirements of the district to provide these services are included below.

Per Florida Statute 1003.56: Each district school board shall implement the following procedures:

- Develop and submit a plan for providing English language instruction for limited English proficient students to the Department of Education for review and approval.
- Identify limited English proficient students through assessment.
- Provide for student exit from and reclassification into the program.
- Provide limited English proficient students ESOL instruction in English and ESOL instruction or home language instruction in the basic subject areas of reading, mathematics, science, social studies, and computer literacy.
- Maintain a student plan.
- Provide qualified teachers.
- Provide equal access to other programs for eligible limited English proficient students based on need.
- Provide for parental involvement in the program.
- Each district school board's program for limited English proficient students shall be evaluated and monitored periodically.

Since PAEC is a regional educational consortium under a school district fiscal agent, contracted by the legislature to provide competitive services to districts with less than 25,000 students, there is not a need to bid these services. The contract would fall under the purchasing exception (E) the purchase by the Board of educational services from a governmental agency within the state.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Agreement between the School Board of Gadsden County and Eric Rodriguez, DBA Lamier Technical Services

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The contractor will provide professional computer technology support and maintenance for digital equipment and systems. Contract will also include oversight, operation and staff training for the operation of APLazer, zSpace, interactive televisions, scheduling boards and other classroom equipment and technologies. The contractor shall receive assignments from the Area Director of Academic Services, Director of Federal Programs, Director of Media and Technology, and the Superintendent to ensure maintenance and superior operation of all district-owned digital equipment for Title I schools.

FUND SOURCE: General Fund

AMOUNT: \$55,000



PREPARED BY: Tammy McGriff Farlin / Dr. Sheantika B. Wiggins

POSITION: Area Director of Academic Services / Director of Media and Technology

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ 1 _____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5

CHAIRMAN'S SIGNATURE: page(s) numbered 5

School Board of Gadsden County, Florida
RENEWABLE CONTRACTUAL
AGREEMENT
Fiscal Years: 2021-2022

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Eric Rodriguez, DBA Lamier Technical Services a for-profit CONTRACTOR organized and existing with its principal place of operations at 9950 Hosford Hwy. Quincy. Florida 32351, herein referred to as "CONTRACTOR". The CONTRACTOR is a provider of services to meet the needs of a federal award, not a sub-recipient of the RECIPIENT. The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and RECIPIENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in the Scope of Services below. The CONTRACTOR understands and agrees that all services are to be secured and implemented solely by the CONTRACTOR and no subcontractor will be assigned as a CONTRACTOR without the prior written consent of the RECIPIENT. **The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Title I, Part A Basic.**

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR has agreed to provide the RECIPIENT with professional technical support for all types of digital equipment and systems, including but not limited to: digital devices for classrooms in Title I schools, laser operation, 3-D printers, system design, operation, imaging, software installation, troubleshooting, deployment and maintenance of school system digital technology, networks, sound and video and other digital systems throughout school sites. The CONTRACTOR, also agrees to be responsible for oversight, operation, and training of staff for the operation of APLazer, zSpace, interactive televisions, scheduling boards, and other classroom equipment and technologies. The CONTRACTOR shall receive assignments collaboratively from the Area Director of Academic Services, the Director of Federal Programs, Director of Media and Technology, and the Superintendent to ensure maintenance and superior operation of all district-owned digital equipment for Title I schools. The CONTRACTOR will submit a time and effort sheet through established deliverables, to document on-call time and scheduled site visits. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district needs.

The CONTRACTOR agrees that all data relating to RECIPIENT'S business affairs and other information identified as confidential by RECIPIENT remain confidential information of the RECIPIENT. Any other information identified as confidential by CONTRACTOR, is confidential information of CONTRACTOR. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on July 1, 2021 and end on June 30, 2022 contingent upon the approval by school board and contingent upon approval and funding by the Florida Department

of Education. The contract may be renewed annually for up to five (5) years by written agreement between the CONTRACTOR and the RECIPIENT based on Superintendent, School Board, and supervisors' approval; satisfactory performance; and available funding.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	Means a payment made by Treasury check or other appropriate payment mechanism to a CONTRACTOR or CONTRACTOR upon its request either before outlays are made by the CONTRACTOR or through the use of predetermined payment schedules.
Award	Means financial assistance that provides support or stimulation to accomplish a public purpose.
CONTRACTOR	Means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Date of Completion	Means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	Means all allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	Means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	Means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
Renewal	Means a continuation of the contract on an annual basis for up to three years based on continued satisfactory performance, approval of immediate supervisor, approval of senior district leadership and school board, and contingent upon available funding
Sub-award	Means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR or by a CONTRACTOR to a lower tier CONTRACTOR. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". The CONTRACTOR is not a sub-recipient of federal dollars.
Termination	Means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion
Working Capital	Means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

This is a professional services contract not to exceed the amount of \$55,000 (fifty-five thousand dollars) for responsibilities as outlined in this contract. In consideration for the work performed by CONTRACTOR, the RECIPIENT shall pay the CONTRACTOR at \$4,583.33 monthly in support of the period that the invoices cover. The CONTRACTOR will submit time and effort

logs to the Director of Media and Technology to document services provided. Quarterly deliverables will be submitted to the Area Director of Academic Services and the Federal Programs Director. In full and complete compensation for all services provided by CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to Lamier Technical Services, LLC the total amount of \$55,000 for services rendered as described under the Scope of Services and detailed in the Deliverables. Checks will be made payable to Lamier Technical Services, LLC and will be sent to the agency office.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c). Total cost of the AGREEMENT is \$55,000.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with no more than thirty (30) days written notice specifying the effective termination date. Upon termination, the district shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination. Upon termination, all finished or unfinished documents and other material related to these services shall become the property of the RECIPIENT.

ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon in writing by the Area Director of Academic Services, Director of Media and Technology, the Director of Federal Programs, the Superintendent, and the designee from Lamier Technical Services. Written amendments will be incorporated into this AGREEMENT, as necessary.

ARTICLE 9. PERSONNEL and LEVEL 2 CLEARANCE

Pursuant to Florida Statutes 1012.465 Background screening requirement for certain non-instructional school district employees and contractors - 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. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act as described in this article. The CONTRACTOR will work cooperatively with all district employees.

ARTICLE 10. NONDISCRIMINATION AND COMPLIANCE

During the performance of this contract, the CONTRACTOR agrees to work in an environment free from all forms of discrimination. The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, disability, marital status, sexual orientation, veteran status, or age in the performance of work.

ARTICLE 11. ADMINISTRATION OF AGREEMENT

(a) The CONTRACTOR'S contract administrator and contact is Mr. Eric Rodriguez, DBA Lamier Technical Services, LLC and/or his designee.

(b) The RECIPIENT'S contract administrators and contacts are Dr. Sheantika Wiggins, Director of Media and Technology and Ms. Tammy McGriff, Director of Federal Programs and/or their designees.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 12. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, prior negotiations, offers, representations or agreements on this subject made by either party, their agents or employees.

CONFLICT OF INTEREST: For the duration of this AGREEMENT, the CONTRACTOR pledges that he does not have any conflict of interest. He is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with his ability to fulfill the terms of the AGREEMENT.

ARTICLE 13, DISPUTES, CONFLICTS, and ENFORCEMENT

It is mutually agreed and understood that this contract shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. Pending final determination of any dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of this contract. This contract shall be construed and interpreted solely in accordance with the laws of the State of Florida without giving effect to the conflicts of laws or provisions thereof. Conflicts of law contained in any part of this contract shall not warrant the entire contract as voided.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mr. Eric Rodriguez, OBA Lamier Technical Services, LLC have executed this AGREEMENT.

Mr. Eric Rodriguez, DBA
Lamier Technical Services, LLC

Date

Mr. Elijah Key
Superintendent of Schools

Date

Mr. Leroy McMillian
Chairman, Gadsden County School Board

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Agreement between Leslie Peterson, MS CCC SLP and The School Board of Gadsden County

DIVISION: EXCEPTIONAL STUDENT EDUCATION

NO This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide Speech/Language Pathology Services at Havana Magnet School, and other schools as determined by the ESE Director.

SOURCE: FEFP Dollars

AMOUNT: \$59.00 per hour

PREPARED BY: Sharon B. Thomas

POSITION: Director of Exceptional Student Education *SBT*

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

SCHOOL BOARD ATTORNEY: page(s) numbered _____

Proof read by: *Reba R. Francis*

MF

AGREEMENT TO PROVIDE SPEECH THERAPY SERVICES

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA AND LESLIE PETERSON, MS CCC SLP.

This Agreement is entered into August 9, 2021, between LESLIE PETERSON MS CCC SLP., hereinafter referred to as "the VENDOR", and THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, hereinafter referred to as "the BOARD".

WITNESSETH:

WHEREAS, the VENDOR is duly qualified to practice Speech Therapy in the State of Florida; and

WHEREAS, the BOARD is in need of Speech Therapy services for eligible ESE students; and

WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following described Speech Therapy services (the "Services") upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The VENDOR shall provide Services to eligible ESE students in the Gadsden County School District. The VENDOR and the Director of Exceptional Student Education Services, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services performed under this Agreement.
2. The VENDOR shall maintain licensure in the State of Florida to perform the Services set forth in Schedule "A" attached hereto and made a part hereof.
3. The BOARD shall perform the administrative functions set forth in Schedule "B" attached hereto. The BOARD shall provide equipment and Services as agreed upon by the VENDOR and the BOARD and listed in Schedule "B" attached hereto.
4. The VENDOR agrees that before being permitted on school grounds while students are present, she will be fingerprinted and have her background checked as provided by Florida law.
5. VENDOR will bear the cost of the fingerprinting/background checks. The BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the BOARD pursuant to Florida law.
6. The term of this Agreement shall commence on August 9, 2021, and expire on June 17, 2022, unless sooner terminated as hereinafter provided. The BOARD, through the Director of Exceptional Student Education Services, or her designee, shall have the right to reject the VENDOR as unsuitable, without showing cause. The BOARD shall have the option of canceling this Agreement upon ten (10) days written notice to the VENDOR.
7. District shall pay Contractor for services provided under this Agreement as follows: District should pay \$59 per hour for Speech Language Pathology. District shall pay Contractor an hourly rate of \$59 for Speech-Language Pathology during extended school year and, upon pre-authorization through the Exceptional Student Education Department.

Partial workdays are reimbursed on a pro rata basis as per hourly rate.

Contractor will attend all district mandatory professional development with compensation.

Attendance at voluntary professional development is not reimbursed, unless prior written permission is obtained and attendance is authorized by the Exceptional Student Education Department or his/her designee, and the school principal.

The VENDOR shall maintain a student schedule including the hours of service for each ESE student served. A weekly statement of services rendered by the VENDOR shall be submitted to the BOARD by the first business day of the following week. Upon verification of the services, the BOARD will make payments to the VENDOR within 7 days from the date of receipt of the VENDOR's statement. Statements should be mailed to:

Gadsden County Public Schools
Exceptional Student Education Services
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

8. During the entire term of this agreement and any extension or modification thereof, the contractor shall keep in effect a policy or policies of general liability insurance including professional liability coverage by contractor in relation to the performance of service(s) under this Agreement, of at least \$ 1,000,000 combined single limit for all damages arising out of death or injury to, or death from, each accident or occurrence and \$1,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
9. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. Any dispute in connection with this Agreement may be submitted to arbitration if mutually agreed by both parties. Sole and exclusive jurisdiction for any action brought in connection with this Agreement shall be in the County or Circuit Court for the Second Judicial Circuit in and for Gadsden County, Florida.
10. The VENDOR shall hold harmless, indemnify, and defend the BOARD, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed, or recovered against or from the BOARD, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied. Nothing in this Agreement is intended to waive or limit the sovereign immunity to which the BOARD is entitled under Florida law.
11. The failure of either party to object to or take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
12. The VENDOR will provide services consistent with the highest degree of care, and shall comply with all medical and ethical requirements imposed by the Florida Department of Education, or any other applicable regulatory agency, and shall comply with requirements of the Florida Department of Education and the BOARD pertaining to ESE students.
13. The VENDOR shall provide the BOARD with copies of the professional license of the Speech Therapist who provides Services under this Agreement.
14. The VENDOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the VENDOR under the terms of this Agreement.
15. Neither the VENDOR nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.

16. The VENDOR and the Superintendent of Schools, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
17. The relationship between the BOARD and the VENDOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
18. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
19. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage pre-paid, to the BOARD at 35 Martin Luther King Blvd, Quincy, FL 32351, to the attention of the Director of Exceptional Student Education Services, and to the VENDOR at 303 NE 5th St. Havana, FL 32333 to the attention of Leslie Peterson MS CCC SLP, or at such other address as either party may direct in writing.

Leslie Peterson, MS CCC SLP

Date

Sharon Thomas, Exceptional Student Education Director

Date

Elijah Key, Superintendent

Date

Leroy McMillan, Chairman

Date

SCHEDULE "A"

SERVICES PROVIDED BY SPEECH THERAPIST IN ACCORDANCE WITH FLORIDA STATE LICENSURE REQUIREMENTS:

1. Speech Therapy Treatments Evaluations
2. Consultative Service as related to Speech Therapy
3. Evaluations and quarterly reports on all students in the Program
4. Participation in IEP's and eligibility staffings as necessary
5. Provision of written home programs when appropriate
6. Professional development activities as agreed upon by the VENDOR and the BOARD

NON-REIMBURSABLE ACTIVITIES:

1. Sick days
2. Holidays
3. Vacation days
4. Lunch Time (30 minutes)
5. Continuing Education activities other than those included in Item 6 above
6. Travel/Mileage

SCHEDULE "B"

The BOARD will provide the Speech Therapist with the following:

1. ENVIRONMENT:
 1. a) Adequate space, i.e., gym, cafeteria, clinic, and empty classrooms
 2. b) Utilities (lights, water, A/C)
 3. c) Housekeeping
 4. d) Other equipment and supplies as agreed upon by the Board and the Vendor
2. ADMINISTRATION:
 1. a) Coordination of overall program
 2. b) Communication with school district staff as appropriate



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 01/18/21

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0713962639-8	POLICY PERIOD From: 01/15/21 at 8:24 AM ET to 01/15/22 at 12:01 AM Std Time
Name Insured and Address: Leslie Peterson 303 NE 5th St Havana, FL 32333-1765			Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com	
Medical Specialty Speech Language Pathologist		Code 80716	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606	

Professional Liability **\$1,000,000 each claim** **\$3,000,000 aggregate**

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault <i>Includes Workplace Violence Counseling</i>	\$ 25,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$95.00

Premium reflects employed, full-time rate.

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:
CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-121503-C	Workplace Liability Form
CNA82011	Healthcare Providers Related Claims Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
CNA81753	Cap on Losses from Certified Acts of Terrorism
CNA81758	Offer of Terrorism Coverage - Disclosure of Premium
GSL13424	Services to Animals
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80051	Amended Definition of Personal Injury Endorsement
CNA96097	Amended Definition of Policy Period Endorsement
CNA85582FL	Florida Cancellation and Non-Renewal
CNA80989	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
CNA94164	Amended Definition of Claim
CNA89027	Exclusion of Entity, Employees or Independent Contractors Endorsement
CNA89026	Media Expense Coverage

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Healthcare Providers Service Organization for details.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: Leslie Peterson

Policy #: 0713962639-8

AC# 9366456

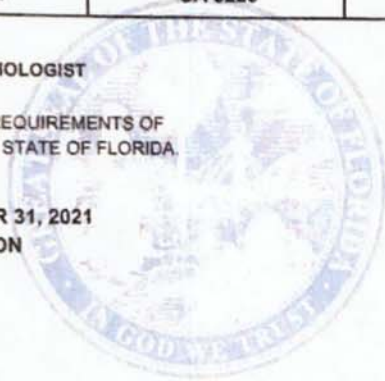
STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
12/20/2019	SA 8226	89484

THE SPEECH-LANGUAGE PATHOLOGIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: DECEMBER 31, 2021
LESLIE DANIELLE PETERSON
303 NE 5TH ST
HAVANA, FL - 32333



Ron DeSantis
GOVERNOR

Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

9366456

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
12/20/2019	SA 8226	89484

THE SPEECH-LANGUAGE PATHOLOGIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : DECEMBER 31, 2021
LESLIE DANIELLE PETERSON

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

Date of School Board Meeting: June 22, 2021

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This contract will provide Occupational Therapy Services to Exceptional Students in Gadsden Schools. The therapists will provide needed services in a position not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$60.00 (per hour for actual hours worked) Occupational Therapy
\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

PREPARED BY: Sharon B. Thomas *SBS*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered 2

Be sure that the COMPTROLLER has signed the budget page.

This form is to be uplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Keahn R. Francis*

MF

MORE ABILITY THERAPY SERVICES, LLC

Agreement to Provide Occupational Therapy Services for

Gadsden County School Board

This contract is effective July 1, 2021, by and between, More Ability Therapy Services, LLC hereinafter referred to as "the CONTRACTOR" and Gadsden County School Board hereinafter referred to as "the AGENCY".

Whereas the CONTRACTOR is dutifully qualified to practice Occupational Therapy Services in the state of Florida,

Whereas the AGENCY desires Occupational Therapy Services for eligible students with special needs,

Whereas the CONTRACTOR and the AGENCY desire to enter into a service agreement whereby the CONTRACTOR shall provide Occupational Therapy Services upon the following terms and conditions:

1. The CONTRACTOR shall provide Services to eligible students enrolled with The Gadsden County School Board. The Administrator of the CONTRACTOR and the Director or their designee for the AGENCY shall determine the schedule of days, hours, and locations for services performed under this Agreement.
2. The CONTRACTOR shall be licensed by the State of Florida to perform Occupational Therapy services.
3. The CONTRACTOR will be fingerprinted and have their background checked upon request by the AGENCY consistent with the requirements of Florida Statutes, as a prerequisite for the CONTRACTOR to be on school property and/or have access to students.
4. During the term of this Agreement, the CONTRACTOR shall maintain professional liability Insurance.
5. The CONTRACTOR shall provide the Agency with copies of the professional licenses and liability insurance of Occupational Therapists and assistants who provide Services under this Agreement.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following rate: **\$60.00 per hour** for Occupational Therapist and **\$45.00 per hour** for Occupational Therapist Assistant. This rate shall be applied to all treatment sessions, documentation, and/or meetings associated with each student.
7. The CONTRACTOR shall maintain a student schedule including the hours of service for each student served. A statement of services rendered by the CONTRACTOR shall be submitted to the AGENCY. Upon verification of the Services, the AGENCY will make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR'S statement.

Payments shall be made payable to:

**More Ability Therapy Services, LLC
1845 Acorn Ridge Trail
Tallahassee, FL 32312
F.E.I.N. 46-4476931**

8. This agreement shall be constructed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties.

9. The CONTRACTOR shall hold harmless, indemnify, and defend the AGENCY, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed or recovered against or from the AGENCY, its agents, or employees, in their official or individual capacity by any reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this agreement. Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the AGENCY or to affect, limit, or reduce the protection from suit afforded to the Agency under Florida Law. This provision shall survive termination of that Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.

10. The CONTRACTOR and the leadership of the AGENCY or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this agreement before any litigation is instituted.

11. The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.

12. The term of this Agreement shall commence on July 1, 2021 and expire June 30, 2022.

13. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

In witness Whereof, the parties hereto have set their hands and seals this day and year written above.

Gadsden County School Board

BY: _____

Date: _____

Print Name, Title: Elijah Key, Superintendent

BY: _____

Date: _____

Print Name, Title: Leroy McMillan, Chairman

More Ability Therapy Services, LLC.

BY: Deandrea Lee OTR/L

Date: 5/28/2021

Print Name, Title: Deandrea Lee, OTR/L, Owner



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 6/15/2020

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0696661209	POLICY PERIOD From: 06/15/20 to 06/15/21 at 12:01 AM Standard Time	
Named Insured and Address: Deandrea Lee 1845 Acorn Ridge Trl Tallahassee, FL 32312-5143			Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com		
Medical Specialty: Occupational Therapist		Code: 80721	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606		
Excludes Cosmetic Procedures					

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 267.00

Base Premium

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:
CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
CNA80989	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
CNA94164	Amendment Definition of Claim Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D09	Florida Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA89027	Entity Exclusion Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA89026	Media Expense Coverage

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #: CNA93692 (11-2018)

Named Insured: Deandrea Lee

Master Policy #: 188711433

Policy #: 0696661209



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

06/15/20

Deandrea Lee
1845 Acorn Ridge Trl
Tallahassee, FL 32312-5143

Dear Deandrea Lee:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers
Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

AC# 10220492

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
04/01/2021	OT 9334	95988

THE OCCUPATIONAL THERAPIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: FEBRUARY 28, 2023
DEANDREA VONTRESE LEE
35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FL - 32351



Ron DeSantis

Ron DeSantis
GOVERNOR

DISPLAY IF REQUIRED BY LAW

Scott A. Rivkees

Scott A. Rivkees, MD
State Surgeon General

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC#

10220492

DATE	LICENSE NO.	CONTROL NO.
04/01/2021	OT 9334	95988

THE OCCUPATIONAL THERAPIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : FEBRUARY 28, 2023
DEANDREA VONTRESE LEE

LICENSEE SIGNATURE

314EZ0050



Department of Health

JESSICA LEE STOWELL

License Number: OTA15393

Data As Of 6/10/2021

Profession	Occupational Therapy Assistant
License	OTA15393
License Status	CLEAR/ACTIVE
License Expiration Date	2/28/2023
License Original Issue Date	07/14/2016
Address of Record	35 Martin Luther King Blvd. QUINCY, FL 32351
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f

DATE OF SCHOOL BOARD MEETING: June 2, 2021

TITLE OF AGENDA ITEM: The Gadsden County School District and Speech and Dysphagia Consulting Group, LLC, Erika Raines

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

Contract services with Erika Raines, M.S.CCC-SLP, to provide Speech/Language Pathology Services at Stewart Street Elementary School, and other schools as determined by the ESE Director.

SOURCE: FEED dollars

AMOUNT: \$59.00 per hour

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

This form is to be duplicated on light blue paper.

Proof read by: *Kyle R. Francis*

MF

INDEPENDENT CONTRACTOR SPEECH-LANGUAGE PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Gadsden County School District (hereinafter "Employer"), and Speech and Dysphagia Consulting Group, LLC, an independent contractor (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. Employer agrees to hire Contractor, at will, for a term commencing on August 9, 2021 and continuing until June 30, 2022 or until terminated in accordance with Section 4 of this agreement.

1.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:

1. Perform speech-language therapy services in accordance with the Individual Education Plan (IEP) for each individual student
2. Set up appropriate treatment plans and establish short- and long-term goals and objectives for inclusion on the Individual Education Plan.
3. Assist with selection and/or modifications of classroom environment to meet the student's needs.
4. Instruct the student and teacher in activities that facilitate optimal progress towards goals.
5. Assist instructors regarding carry over of appropriate treatments through demonstration and supervision in the classroom, as appropriate.
6. Share information regularly with the teacher who coordinates the IEP of identified students.
7. Check in with building office/principal upon entering and leaving the building and complete the Service Logs.
8. Prepare clinical and progress notes for incorporation into the educational records of the students receiving therapy no less often than monthly.
9. Provide professional liability insurance for Speech-Language Therapy which will hold harmless the school district for possible incidents which may occur during treatment provided by contractor.
10. Conform to all applicable policies and procedures of the Gadsden County School District and the Florida Regulatory Statutes.
11. Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than the Gadsden County School

District during the period of this contract. 12. Meet the certification and qualification requirements for Speech-Language Pathologist.

13. Submit biweekly a prepared statement of charges and weekly individual student service logs to the Gadsden County School District.

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of her ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

2.1 Confidentiality. Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory

agencies to whose jurisdiction Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

- 2.2 **Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.
- 2.4 **No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 **Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to Erika Raines the amount of \$59 per hour for 35-40 hours per week.
- 3.2 **Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 Employer or Contractor may terminate this Agreement no earlier than 30 days after receiving written notice. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1 Contractor acknowledges that she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 **Assignment.** The Contractor shall not assign any of her rights under this agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2 Contractor represents that she is licensed by the appropriate licensing agency for the Speech-Language Pathology profession and that she is in good standing with such agency.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.3 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.4 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20_____.

School Board Chairman

Superintendent of Schools

Independent Contractor
Erika Raines-president of Speech and Dysphagia
Consulting Group, LLC

AC# 9375014

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

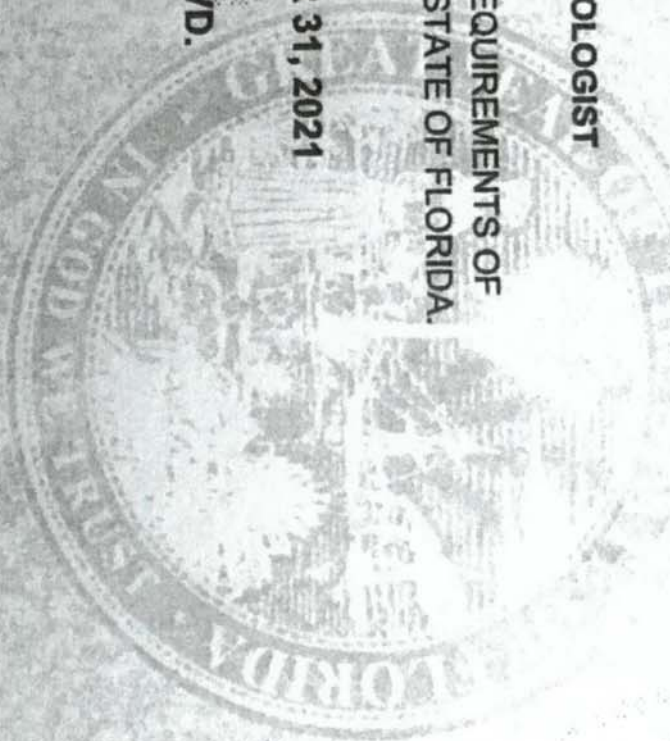
DATE	LICENSE NO.	CONTROL NO.
12/31/2019	SA 9153	91778

THE SPEECH-LANGUAGE PATHOLOGIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: DECEMBER 31, 2021

ERIKA ROCHELLE RAINES
3333 CAPITAL MEDICAL BLVD.
TALLAHASSEE, FL - 32308



R. DeSantis

Ron DeSantis
GOVERNOR

Scott A. Rivkees

Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

MEMORANDUM OF INSURANCE Date Issued 03/29/2021

Producer
 Mercer Consumer, a service of
 Mercer Health & Benefits Administration LLC
 P.O. Box 14576
 Des Moines, IA 50306-3576
 1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter ~~the~~ coverages afforded by the Certificate listed below.

Insured
 Erika Raines
 67 Sand Pine Circle
 Midway, FL 32343

Company Affording Coverage
 Liberty Insurance Underwriters Inc.

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
 The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-855010005	01/25/2021	01/25/2022	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000

PROOF OF INSURANCE

Memorandum Holder:
PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
 Mark Brostowitz

Mark A. Brostowitz

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g

Date of School Board Meeting: JUNE 22, 2021

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary School/Havana Magnet School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars
AMOUNT: \$45.00 (per hour for actual hours worked)
PREPARED BY: Sharon B. Thomas *SB*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3
CHAIRMAN'S SIGNATURE: page(s) numbered 3

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: *Rula R. Francis*

MF

Gadsden County School District
Exceptional Student Education
Contract with Independent Contractor
2021-2022 School Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 9 day of June, 2022 by and between The Gadsden County School Board, a Florida a corporation organized and existing under the law of the State of Florida, with its principal place of business at 35 Martin Luther King Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Janice M. Gilchriest of Midway, County of Gadsden, State of Florida herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Janice M. Gilchriest: Clinical Psychological Services.
2. Janice M. Gilchriest agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

RESPONSIBILITY OF CONTRACTOR

The contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida. And that are approved by the Director of Exceptional Student Education. The contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. Janice M. Gilchriest shall provide the following services: Counseling B. Class wide behavioral plans C. Individual behavioral modification plans D. Consultation for clinical and/or behavioral modification plans E. Clinical observations for Response to Intervention F. Target group sessions You are paying ne only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

STATUS OF THE CONTRACTOR

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

DESIGNATED WORK AREA

The School Board will provide adequate space and materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

TIME ALLOTMENT FOR AGREED DUTIES

The Contractor will provide services for 5 days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services. For specific clinical psychology objectives refer to Attachment A

PAYMENT ARRANGMENT

The School Board will pay Janice M. Gilchriest for all work performed by contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Payment shall be made by the Board within (30) calendar days after statement for professional services are received. Such statements shall be presented monthly.

PAYMENT OF TAXES AND ASSESMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Janice M. Gilchriest shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect contractor and any individual employed by contractor in providing services under this contract. All other assumptions are thereupon understood to be in the care and authority of the Board.

CONFIDENTIALITY

Inasmuch as the contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval for the Director of Exceptional Student Education.

DURATION AND TERMINATION

The parties hereto contemplate that this contract will run for one (1) fiscal school year from August 16, 2021 to June 7, 2022. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (30) written notice.

AMENDMENTS

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Janice M. Gilchriest

Date

**Sharon B. Thomas, Director
Exceptional Student Education**

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____
Leroy McMillan, Chairman

Date

ATTEST: _____
Elijah Key, Superintendent

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7h

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Agreement between The Stepping Stones Group and The School Board of Gadsden County

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide Speech/Language services, Psychological services and Physical Therapy (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: FEFP Dollars/Mental Health Allocation

AMOUNT: \$58.00 – 61.00 per hour *SD*

PREPARED BY: Sharon B. Thomas

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: *Keith R. Francis*

MF



AGREEMENT

This Agreement is made and entered on June 10, 2021, by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as "Contractor" and, Gadsden County School District, 35 Martin Luther King Jr. Boulevard, Quincy, FL 32351 hereinafter referred to as "School District." It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor's employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients.

Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.



THE STEPPING STONES GROUP

Transforming Lives Together

Corporate Office

2586 Trailridge Drive East, Suite 100

Lafayette, CO 80026

Ph: 800-337-5965 Fax: 800-822-8287

www.thesteppingstonesgroup.com

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: _____

Billing Email/Phone: _____

Mailing Address (for invoice): _____

Special Billing Instructions: _____

Signed for Contractor:

Signed for School District:

Signature: Tiffany North

Signature: _____

Name: Tiffany North

Name: _____

Title: Account Executive

Title: _____

Date: June 10, 2021

Date: _____

Signed for School District:

Signature: _____

Name: _____

Title: _____

Date: _____



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Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
School Psychologist	\$61.00
Speech Therapy	\$58.00
Bilingual Speech Therapy	\$61.00
Occupational Therapy	\$59.00
Physical Therapy	\$60.00

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7i

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: MOA Between Gadsden County School Board and Florida
Department of Health

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this agreement is to outline duties and responsibilities between the Gadsden County Health Department and the Gadsden County School Board during the 2021-2022 school year.

FUND SOURCE: General Fund

AMOUNT: \$100,100

PREPARED BY: Caroline McKinnon

POSITION: District Assessment Coordinator/Health Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: 

School Health Services
Memorandum of Agreement
Between
Gadsden County School Board
And
Florida Department of Health
Gadsden County Health Department
MOA# - 006 (2021– 2022)

The Gadsden County School Board (GCSB) envisions communities where children and youth lead positive, secure and happy young lives while developing the skills, knowledge and competencies necessary for fulfilling contributing adult lives. The GCSB is committed to a future where all children and youth live in families and communities that promote their positive development. The Gadsden County School District (GCS) agrees to collaborate with the State of Florida, Department of Health, Gadsden County Health Department (DOH-Gadsden) to deliver health care and health education programs that equip limited resource families and youth who are at risk for not meeting basic human needs, to lead positive, productive and contributing lives.

Each party agrees to:

1. Promote a coordinated effort between GCS and DOH-Gadsden staff to achieve maximum health and academic success of students and staff.
2. Comply with relevant state and federal laws, rules, and regulations governing handling, storage, and access to student records to include the Health Insurance Portability Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act, as well as all regulations promulgated thereunder (34 CFR Part 99).
3. Develop cooperative procedures for administering health care data collection, record keeping, and immunization compliance.
4. Jointly plan and provide training opportunities for DOH-Gadsden and GCS personnel.



Gadsden County Schools agree to:

1. Pay DOH-Gadsden \$100,100 annually to ensure that as many GCS school clinics will have health care staff assigned as possible. The timesheets that document the daily attendance of the employees of DOH-Gadsden in the schools must be signed by an authorized administrator of the respective schools in which the services are rendered. This documentation must accompany the quarterly invoices submitted to GCS. This amount shall be paid in four (4) quarterly installments of \$25,025. Please note that all invoices or notices sent to the GCS will require a minimum of seven (7) days and a maximum of fifteen (15) days to process once the invoice is received from DOH-Gadsden.
2. Provide DOH-Gadsden staff access to the district phone messaging service to relay Back-to-School information for students and their families concerning immunizations and school physical requirements and any health advisories that become necessary to protect the students and faculty. Provide phone support to school clinic staff located at onsite school clinics.
3. Provide daily janitorial and as requested maintenance services to each school clinic facility.
4. Provide and maintain building infrastructure wiring, data and phone cabling, and electrical connections for school clinics.
5. Provide data transport, troubleshooting, and network and port addressing to each school clinic, sufficient to support establishment and connectivity for an on-site firewall-created internal isolated zone. Secure tunneling will be used to establish connectivity for the isolated zone to the Florida Department of Health's (DOH) network over county circuits.
6. Maintain general liability insurance covering all onsite electronic equipment under circumstances of occupational injury, employee disloyalty, and general liability. A review and determination of fault is required before assumption of any liability and a certificate must be provided upon request. Where determination of fault is with DOH-Gadsden, DOH is self-insured to the limit required by Florida law, and a certificate of insurance shall be provided upon request.
7. Appoint a School Health Coordinator from the GCS to serve as a liaison with DOH-Gadsden. The Coordinator's duties should include but not be limited to coordination of service delivery, resolving billing issues, facilitating timely communication, and MOA monitoring.
8. Supply, provide, refresh, and maintain the following IT resources and services.
 - a) All software, hardware, licensing, and technology peripherals connected to DOH's internal zones which are used in the onsite school clinics, power and path cables needed to connect to the building infrastructure.
 - b) All network switches and firewalls supporting DOH's internal zone.

- c) Current and up-to-date antivirus and intrusion detection software required to protect assets within the internal zone from exploits.
- d) All troubleshooting, patching, maintenance, configuration, and desktop support (includes user access management) of internal zone equipment, including firewall and all connected hosts.

Florida Department of Health in Gadsden County Agrees to:

1. Provide Comprehensive Health Care (s. 381.0057, F.S.) at the schools listed d below: [These services include basic health services (s. 381.0056, F.S.) and student health management, interventions and classes to reduce risk-taking behaviors, violence and injury prevention and services to reduce and promote return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, intervention, case management, and improving access to health care through referrals to insurance programs and family physicians.]

- Chattahoochee Elementary
- Gadsden Elementary Magnet
- George W. Munroe Elementary
- Greensboro Elementary
- Havana Magnet School
- James A. Shanks Middle School
- Stewart Street Elementary
- West Gadsden Middle School

2. Provide Full Service Health Care (s. 402.3026, F.S.) at the schools listed below: [These services include all basic health services (s. 381.0056, F.S.) and the coordination of medical and specialized social services such as nutritional, economic and job placement services, parenting classes, counseling for abused children, mental health and substance counseling, and adult education for parents. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies.]

- Gadsden County High School

3. Provide immunization services and cumulative review to all GCS schools.
4. DOH-Gadsden school health employees shall work from 7:30 a.m. to 4:00 p.m. on school days except for occasional mandatory training days.
5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to Kindergarten, 1st, 3rd, and 6th grade students only. All other

student screenings will be on an as-needed basis.

6. Provide blood borne pathogen, medication in-service training, and infection control training for professional development.
7. Provide and maintain connectivity to a Virtual Private Network interface or secure FTP site for GCS to the Health Office system for weekly data upload, incorporating all reasonable associated costs.
8. Server hardware and software licensing for Health Office will be the responsibility of DOH-Gadsden. All access provided will be maintained securely over the GCS network.
9. Assist GCS in identifying health issues and statistics that may be used to support grants for health initiatives.
10. Provide the GCS Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. The invoice or notice shall include documentation describing the services rendered. The invoice shall itemize the services in detail indicating DOH-Gadsden's expenditures that tie to the payments by GCSB. Attached documentation shall substantiate DOH- Gadsden's expenditures. DOH-Gadsden will invoice GCS on or approximately:
 - September 30, 2021
 - December 30, 2021
 - March 30, 2022
 - June 30, 2022
11. Retain all required financial documents for five (5) years after the district makes the final payment and all other pending matters are closed.

Gadsden County Schools and the Florida Department of Health in Gadsden County mutually agree that:

1. The parties hereto contemplate that term of this Agreement be for the period from July 1, 2021 through June 30, 2022. This Agreement shall be reviewed annually to determine its continuation and or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.
2. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

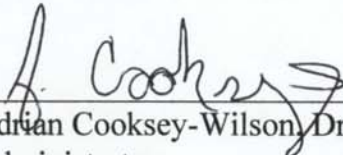
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Chairman
Gadsden County School Board

Date

ATTEST By: Elijah Key
Superintendent of Schools

Date



Adrian Cooksey-Wilson, Dr.PH, MPH
Administrator
Gadsden County Health Department

6/9/2021

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7j

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Panhandle Area Educational Consortium (PAEC- FLVS FRANCHISE) Contract Agreement

DIVISION: K12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the Panhandle Area Educational Consortium (PAEC FLVS FRANCHISE) agreement is requested in order to provide a virtual instruction to the students of Gadsden County as a school choice option.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis



POSITION: Virtual School Coordinator

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: _____

Panhandle Area Educational Consortium Contract Agreement

THIS CONTRACT is entered into by and between the School Board of Gadsden County, Florida, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351 hereinafter called "Contractee", and Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard, Chipley, Florida 32428 hereinafter called "Contractor," entitled Virtual Franchise.

The contract will commence July 1, 2021 and will continue until June 30, 2022. Brenda Crouch will direct the activities of the contract.

The Contractee agrees to compensate Contractor for the amount as Outlined in Attachment A depending on curriculum provider and chosen implementation. The payment schedule will be up to four times per fiscal year. The Contractor will invoice the Contractee. 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 Contractee at its address set forth above.

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 for approval.

The services provided through this contract are stipulated as follows:

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

1. Recruit, contract, train, provide and pay grades K-12 virtual instructors for PAEC My Virtual Classroom.
2. Ensure instructors are assigned to teach courses for which they are certified.
3. Supervise PAEC-contracted teachers.
4. Provide technical assistance to district and school-based personnel, parents, and students upon request.
5. Assist district and school-based personnel with student enrollment and course registration, assign students to instructors, and provide progress updates at the district, school, or individual student level upon request by district personnel.
6. Request IEP, 504 Plan, and/or LEP Plan information from district personnel, provide a secure server for districts to upload the information, and share information with instructors of students for whom the information is provided.
7. Provide technical assistance to any designated virtually trained district teacher for implementation of virtual curriculum to district brick and mortar students.
8. Upload required teacher background screening dates and demographics to secure site for district retrieval.
9. Upload necessary MIS data that includes student enrollment reports and academic progress information once a month to a secure site for district retrieval.
10. Pay franchise curriculum/course providers the contracted fees based on student participation rates.
11. Invoice the Contractee with appropriate supporting documentation.

The Contractee, School Board of Gadsden County, Florida will:

1. Establish a district MIS Virtual Education contact.
2. Establish a district Instructional Virtual Education contact.
3. Establish and maintain the school/reporting designations determined by the FLDOE to report students participating in My Virtual Classroom courses in programs such as 7001,7004, and 7006.
4. Approve virtual course requests for students as deemed appropriate.
5. Monitor student progress in virtual courses.
7. Notify Contractor anytime student enrollment information changes, such as withdrawal, transfer, etc.
8. Communicate information about all state-required assessments to virtual students including scheduling and testing location information.
9. Provide IEP, 504 Plan, and/or LEP Plan information for district students upon request except for students registered with the district as Home Education for which the parent assumes that responsibility. The district acknowledges that virtual learning programs are not appropriate for all students and it is the district's responsibility to provide any required services to support and accommodate students with special needs.
10. Identify district contact(s) for emergencies related to student mental health and provide 24-hour contact information that may be shared by PAEC with virtual instructors.
11. Report FTE and all other DOE survey information to the state.
12. Select the appropriate provider option for K-12 students based on their academic needs.
13. Make timely payment of PAEC invoices per the fees noted in this contract.

This contract is subject to 2 CFR 200 Code of Federal Regulations

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 2 CFR Appendix II to Part 200, Section (H), "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/Contractor'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 -

- (1) 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 Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 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 Contractee 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 Contractee 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 funding. 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.

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

Leory McMillan, Board Chairman

Herbert J. Taylor, Superintendent
Panhandle Area Educational Consortium, through its
District of Record, the Washington County School
Board

Date

Date

Elijah Key, Superintendent

John T. Selover, Executive Director

Date

Date

59-6000615

59-6000898

Federal ID#

Federal ID #

WCSB Date: May 10, 2021



My Virtual Classroom Attachment A: Fee Structure 2021-2022



My Virtual Classroom will invoice the district up to four times per year. The contractee assumes responsibility for the student completion or withdrawal fee upon verification of a course enrollment or when My Virtual Classroom personnel are directed to verify a student enrollment (via email or phone).

PAEC – FLVS Franchise for grades K – 12 enrollments:

A \$275 fee per student enrollment will be assessed for students who successfully complete a single course segment. A \$65 fee will be charged if a student is withdrawn after the 28-day grace period or has completed 20% or more of the course during the grace period.

A \$300 fee per student enrollment will be assessed for students who successfully complete a single course segment of an AP class. A \$65 fee will be charged if a student is withdrawn after the 28-day grace period or has completed 20% or more of the course during the grace period.

Apex Learning

A \$50 fee for a single enrollment subscription to courses for access through June 30, 2022 plus \$180 instructor/admin fee per successful course segment completion.

A \$40 fee for a single tutorial subscription provides access through June 30, 2022.

A \$20 fee for a single AP exam review subscription provides access through June 30, 2022.

Each course single enrollment, tutorial, or AP exam review subscription provides access for one student enrolled in any one course, tutorial, or AP exam review. If a student completes or withdraws from the course, tutorial, or AP exam review in which he or she is enrolled, the subscription may be used to enroll that student or another in any other one course, tutorial, or AP exam review. The of number of course enrollments, tutorials, or AP exam reviews at the same time may not exceed the number of single subscriptions purchased.

eDynamic Learning*

A \$275 fee per student enrollment will be assessed for 6-12 grade students who successfully complete a single course segment (MS, HS, AP, and CR). A \$75 fee will be charged if a student is withdrawn after the 28-day grace period. These courses include a PAEC contracted and certified instructor.

*eDynamic Courses are not included on the state approved provider list. It is the responsibility of the district to monitor and provide any additional curriculum needed to meet Florida standards.

Stride K12

A \$225 fee per student enrollment will be assessed for 6-12 grade students who successfully complete a single course segment (MS, HS, AP, and CR). A \$75 fee will be charged if a student is withdrawn after the 28-day grace period. These courses include a PAEC contracted and certified instructor.

A \$4,320 (\$360 per semester enrollment if less than full-time) fee will be assessed for the K-5 Elementary Full-Time Option using PAEC contracted and certified instructor. This full-time enrollment includes six full year courses. The district will be charged a \$100 admin fee for each K-5 student enrolled in a full-time class load who does not successfully complete or withdraw.

2020-2021

Current Year Contract

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7k

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: K12 Florida LLC Virtual School Agreement

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the K12 Florida LLC Virtual School agreement is requested in order to provide a virtual instruction program to the students of Gadsden County as a school choice option.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis 

POSITION: Virtual School Coordinator

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:



This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2021 (the "Order Effective Date"), is between Gadsden County School District, 35 Martin Luther King Jr Blvd, Quincy, FL 32351 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

Accepted by K12:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

1. **Period:** 7/1/2021 through 6/30/2022 and is not eligible for a renewal period.
2. **Territory:** Students served by Gadsden County School District, FL.
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

(a) Florida Virtual Instruction Program ("VIP") Products and Services

Product	Product Description	Unit Price
FL VIP Comprehensive K-12 Full-Time (Content, Hosting, Instruction)	VIP Comprehensive K-12 Program with K12 teachers for up to 6 courses per student per semester. Includes content, hosting, instruction, materials, and advisor support for grades 6-12.	\$4,295.00
FL VIP K-5 Annual Course (Content, Hosting, Instruction)	VIP single annual course with K12 teacher. Includes content, hosting, instruction and materials.	\$590.00
FL VIP 6-12 Semester Course (Content, Hosting, Instruction)	VIP single semester course with K12 teacher. Includes content, hosting, instruction and materials.	\$370.00

(b) Florida Approved Course Provider Products and Services

Product	Product Description	Unit Price
K12 K-5 Annual Course License (Content, Hosting)	License for a single student to a K12 K-5 annual course. Includes content, hosting and materials.	\$340.00
K12 6-12 Semester Course License (Content, Hosting)	License for a single student to a K12 6-12 semester course. Includes content and hosting. Materials ordered separately.	\$170.00
K12 6-12 Physical Course Materials	K12 6-12 Student physical materials for one course.	\$0.00
Student Laptop Computer	Laptop computers for students.	\$725.00
Powered By Marketing Package	Includes a landing page to capture school-specific leads, access to enrollment Parent Portal system, and support from enrollment center agents for interested families. Fee is per approved enrollment generated each month.	\$0.00

4. Description of Educational Products.

K12 and FuelEd Online Courses: Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

Professional Services: Customer will be provided with professional services as described in Section 3, above. On-Site professional services include the cost of reasonable travel and accommodations. If Customer requests additional professional services outside the scope of those provided in Section 3 above, the Customer will be presented with an estimate of additional costs for Customers approval in advance of undertaking the requested change of scope.

Powered by Marketing Package: FuelEd will include Customer school(s) in a number of areas, which may include a State-based Landing Page, School Finder application, and other pages that list participating schools (the "K12 Sites") during the Period of Customer purchase. The specific locations are subject to change. Sections of K12 Sites where Customer school(s) will be included are the "More K12-powered schools in your area"/"View Other K12 powered schools"/"Other Schools Providing K12/FuelEd Curriculum" sections. FuelEd and Customer will designate dedicated links that will capture leads on a FuelEd created lead form on the K12 Sites. FuelEd will also design and host a single page, mobile-optimized, and modular landing page for Customer school(s) (a "Landing Page"). Customer grants FuelEd and its affiliates a limited license for the Period to use its logo and provided intellectual property solely for the performance of this Order. Once annually, the Customer may review and suggest revisions to the Landing Page. The Landing Page will not reference, by name or otherwise, schools other than Customer and will not reference any curriculum other than the curriculum being provided to Customer by FuelEd. The Landing Page shall include a direct link to K12's proprietary online enrollment tool (the "Parent Portal") to allow for Customer families to use for registration in Customer school(s). Enrollments will be managed by Customer, and the Customer is responsible for accessing the Parent Portal to review applications and contact applicants, relay school policies, assign courses, and follow-up with families to collect all Page 1 of 2 required compliancy documents and process documents as submitted. For the avoidance of doubt, information that FuelEd obtains with respect to leads generated including contact information shall be owned by FuelEd and its affiliates.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 100% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FL VIP Full-Time Products: FuelEd will invoice Customer for courses and educational tools and services quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms.

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

EXHIBIT A

**FLORIDA ATTACHMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. **WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

a) Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C . K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	NOTICE OF NON-RENEWAL: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment. TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained	§ 1002.45 (4)(d) F. S.

		<p>in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.</p> <p>TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).</p>	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-Nonsectarian-Policy-092915.pdf	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256 Administrative Staff – All K12 administrative staff located at its Florida office are Florida residents. Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course: a. How to contact the	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf	§ 1002.45 (2)(a)(4)(a) – (e) F. S.

	<p>instructor via phone, e-mail, or online messaging tools.</p> <p>b. How to contact technical support via phone, e-mail, or online messaging tools.</p> <p>c. How to contact the administration office via phone, e-mail, or online messaging tools.</p> <p>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</p>		
Prior Experience	<p>"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"</p>	<p>As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(5) F. S.
Accreditation	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	<p>"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:</p> <p>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.</p> <p>b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.</p> <p>c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"</p>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(7) F. S.

Publication Requirements	<p>"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section:</p> <ul style="list-style-type: none"> a. Information and data about the curriculum of each full-time and part-time program. b. School policies and procedures. c. Certification status and physical location of all administrative and instructional personnel. d. Hours and times of availability of instructional personnel. e. Student-teacher ratios. f. Student completion and promotion rates. g. Student, educator, and school performance accountability outcomes" 	<p>K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	<p>§ 1002.45 (2)(a)(8) F. S.</p>
Independent Audit	<p>"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."</p>	<p>K12's parent company, Stride, Inc. (formerly known as K12 Inc.), is publicly held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of Stride's most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com</p>	<p>§1002.45 (2)(a)(10) F. S.</p>

c) Virtual Instruction Program Requirements

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	<p>"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."</p>	<p>The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	<p>§1002.45 (3)(a) F. S.</p>
Student Proficiency	<p>"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."</p>	<p>K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	<p>§1002.45 (3)(b) F. S.</p>
Instructional Materials	<p>"Provide each student enrolled in the program with all the necessary instructional materials."</p>	<p>Each student will be provided with required course materials as further detailed in the Order above.</p>	<p>§1002.45 (3)(c) F. S.</p>
Materials for Students Qualifying for National School Lunch Act	<p>"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer</p>	<p>The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.</p>	<p>§1002.45 (3)(d) F. S.</p>

	or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."		
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

d) Student Participation Requirements

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf	§1002.45 (6)(b) F. S.

Section 2: Florida VIP Full-Time Virtual and Homeschool Payment Terms

- a) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).
- b) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course or does not otherwise complete a course (as determined by then-current Florida law) and Customer is not funded for the student as an FTE by the state of Florida, Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost. Notwithstanding anything else contained in this section 2(b), a final reconciliation will be performed based on the funded FTE paid to Customer and the amounts paid to K12 within a reasonable period of time following school year end and, in the event that the number of FTE's funded to Customer for students enrolled under this contract exceeds the number for which Customer has paid K12, Customer shall pay the difference to K12 within thirty (30) of Customer's receipt of invoice.
- c) Note that Florida VIP Full-Time virtual students are not defined by number of courses, but rather as those students reported with both the K12 Florida provider code and the 7001 vendor code. Florida VIP Homeschool students are not defined by number of courses, but rather as those students reported with the K12 Florida provider code, the 7001 vendor code, and the N998 homeschool code

Section 3: Florida Public Records

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 4: Program Monitoring

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contain within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent require by this Order and Florida law, supplied every student participant with all instructional materials.

EXHIBIT B

K12 Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES: If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in

connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 and subject to the conditions precedent that a) K12 provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

INSURANCE. K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) K12 Florida LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of K12 Florida LLC is an entity that controls, is controlled by, or under common control with, K12 Florida LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. K12 Florida LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

K12 FLORIDA LLC DISCLOSURE REQUIREMENTS

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT

- **Information and data about the curriculum of each full-time and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency. Post a list identifying the National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.**

K12 Florida LLC (“K12”), currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to cyber charter schools, is a wholly owned subsidiary of Stride, Inc. (formerly known as K12 Inc.) (“Stride”), the largest provider of individualized online education programs primarily for students in kindergarten through high school in the U.S. Stride was founded in 2000 to utilize advances in technology to provide children with access to a high- quality public school education regardless of their geographic location or socioeconomic background.

In the 2017-2018 school year, Stride and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education LLC (“FuelEd”), providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

Stride has invested to develop and acquire curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the Stride suite of services and instructional curriculum and courseware which we will collectively refer to as “K12” in this document (currently including K12, FuelEd Online Courses, Anywhere Learning System, Middlebury Interactive Languages, LTS Education Systems, LearnBop and Career Pathways curriculum). Stride provides a continuum of technology-based educational products and solutions to cyber charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

CURRICULUM AND COURSE CONTENT

The design, development, and delivery of K12's curriculum are grounded in a set of guiding principles that promote critical thinking and problem solving skills to prepare students for the demands of the 21st Century. K12 uses "big ideas" in every subject area to organize the explicit learning objectives for each course. K12 content experts have developed a clear understanding of those subjects and concepts that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts (the biggest ideas) and on the most challenging concepts and skills (as revealed by experience and research). K12 uses existing research, feedback from parents and students, and experienced teacher judgments to determine these priorities and to modify K12's learning systems to guide the allocation of each student's time and effort.

The K12 curriculum aligns to the Common Core State Standards, the Next Generation Science Standards, and the iNACOL National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined in each unit and lesson on the learning platform in the Lesson Resources section.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods:

- *Audio*: maximize the learner's ability to process information without being overwhelmed by visuals
- *Photographs/illustrations*: help represent, organize, and interpret the content
- *Interactive activities*: used to segment content, personalize learning, promote agency in learning, and offer opportunity to engage in activities incrementally increasing in cognitive difficulty (See Interactive Framework, below)
- *Technology-Enhanced Item types*: offer students opportunity to demonstrate varying depths of knowledge mimicking high-stakes testing demands
- *Animations/Videos*: used as concrete modeling of behavioral learning objectives, hooks to introduce real-world applications, and brings instruction to life

As an example of interactive activities, many K12 science courses now include interactive virtual labs (vLabs). The vLabs offer highly engaging online experiments that enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Course vLabs can be used to reinforce concepts learned in the hands-on labs or, when appropriate, supplement or replace certain onsite labs.

Interactive Framework

Enhancements to the K12 curriculum have introduced an interactive framework designed to fully reap the benefits of online learning. To achieve this, direct instruction and practice activities must do more than present students with text on a screen. New courses are carefully designed to match interactivity level to the cognitive level of the task at hand, based on research-backed principles of cognitive science.

Enhancements to the K12 K-8 curriculum include a variety of innovative games embedded in the courses – full “stand-alone” but instructionally integrated games in over 500 locations throughout core subjects in grades K-8—plus countless smaller, game-like interactives. The K12 inventory of games is growing each semester.

K12 has also launched mobile applications for iOS and Android devices which are available free to download from iTunes and Google Play. The mobile applications are in addition to the curriculum and are designed to allow students to practice skills at any time.

In addition to the online curriculum, the K12 curriculum provides students with interactive offline learning in a number of ways:

- Multiple ways to complete questions, self-assessments, and study guides
- A variety of hands-on manipulatives and supplies to encourage investigation and make the course as much about offline learning as online learning
- Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

Elementary and Middle School Curriculum

From Kindergarten through 8th grade, K12 courses are categorized into seven major subject areas – math, science, language arts/English, history, art, music, and world languages – plus adaptive K-5 math courses and supplemental courses. The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards and complete more advanced coursework. The curriculum includes assessments built into nearly every lesson to ensure mastery and provide for remediation or enrichment where necessary.

Math: K12's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Summit Math represents K12's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

K12's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensures mastery of basic skills. Embedded online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills.

In Math Plus courses, many lesson assessments are linked to backup adaptive lessons for students needing extra practice. The engaging approach features colorful graphics and animation; learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and focused support for Learning Coaches to help their children succeed. From helping younger students

make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of Algebra, K12 Math provides a thorough mathematical grounding.

Science: K12 offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. Students receive lab supplies and materials that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.

Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the K12 science courses for the Next Generation Science Standards, with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

Language Arts/English: K12 Language Arts/English courses help students develop important reading and writing skills, while also inspiring a love of literature. Combining Phonics, Literature, Language Skills, and Spelling lessons, the Language Arts/English program emphasizes classic works from a diverse range of cultures and traditions, documentary and non-fiction texts, and writing as a process, and so prepares students well for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities; while older students develop literary analysis and comprehension skills by reading novels and nonfiction works.

History: K12 emphasizes the story in History—a story that includes not only great women and men but also everyday people. With integrated topics in Geography and Civics, K12 History opens young minds and imaginations to far-off lands, distant times, and diverse cultures. The kindergarten History program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The History program in grades 1–4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and World History. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

Art: Following timelines parallel to those of the History lessons, K12 Art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity, including painting, drawing, sculpting, and weaving using materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

Music: Spotlight on Music explores and builds foundational music skills. This course offers a variety of learning activities that include singing, dancing, virtual instruments, listening maps, and authentic sound recordings. Music comes to life in the course through six units that are organized into three sections: Spotlight on Concepts, Spotlight on Music Reading, and Spotlight on Celebrations. Students learn about these musical elements: duration, pitch, design, tone color, expressive qualities, and cultural context. Students explore music from around the world while also exploring beat, meter, rhythm, melody, harmony, texture, form, tone color, dynamics, tempo, style, and music background. Students also have the opportunity to perform seasonal and celebratory songs.

World Languages: K12 offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The K12 offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to put their new language to use, incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning skills, studying a foreign language can enhance a student's ability to learn and function in several other areas. Children who have studied a language at the elementary level score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills, such as problem-solving, conceptualizing, and reasoning.

In addition to cognitive benefits, the study of foreign languages leads to the acquisition of some important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and cope in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and it improves the learner's ability to understand and communicate with people from different walks of life.

High School Curriculum

Whether targeting a top-tier, four-year university; a local community college; or an immediate career, high school students can choose from an array of appropriately paced course offerings in order to maximize their post-high school success.

K12 courses meet all graduation requirements, and the diversity of electives is designed both to help students earn their high school diploma and find their own path to post-high school success.

Math, English, Science, and History courses are offered in a range of levels (Core, Comprehensive, Honors, and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular "academic path", the K12 program allows students to chart their own course, choosing from a number of levels of courses designed to match various aptitudes and goals. So, if a student excels

in Math and Science, they may take all Honors/AP courses in those subjects, while choosing from among Core or Comprehensive versions of English and History courses. These multiple course levels prevent students from being “locked in” to one level of a particular subject and reflect and support the natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.

K12 continues to invest in the high school curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and support responsive design.

By using the K12 high school curriculum, the School allows students to harness the power of individualized learning by choosing from the following levels of Math, English, Science, and History courses:

- **Core courses:** Topics are broken into discrete modules that are taught in tandem with the framework students need to develop strong study skills. Rich, engaging content with interactive demonstrations and activities help students absorb and retain information.
- **Comprehensive courses:** Students do more extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also demand more independent thinking and self-discipline than projects in Core courses.
- **Honors courses:** Students are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.
- **Advanced Placement (AP) Courses:** The K12 curriculum offers an AP array that is far larger than that in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines, and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities.

In SY2018-2019, K12 offers 17 Advanced Placement courses. Syllabi for those courses were officially approved through the College Board’s AP audit process from August through November 2018.

History: K12 high school History emphasizes the narrative of History—a narrative story that includes great historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These History courses meet state and national standards for content and skills and are offered at levels appropriate to the student’s needs.

Courses in World History, Modern World History, United States History, and Modern United States History combine stunning textbooks (in both conventional and online formats) published by K12 and integrated with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in Geography, Civics, and Economics into the study of history. Economics and U.S. Government courses are also offered to meet graduation requirements.

English: K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, and mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

Science: K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics and environmental science.

K12 science courses provide hands-on exploration: courses have the option to use real materials to conduct scientific laboratory investigations at home. Options also exist to take these courses using virtual laboratories that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 high school science courses, students become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. Each K12 high school science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

Math: K12 high school Math balances mastery of fundamental skills with critical thinking and problem-solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts, but also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are animated to bring the math to life, while others provide students with the ability to interact with a structured, partially-completed problem.

The textbooks (in both offline and digital formats) provide reference information, more worked examples. Robust, well-sequenced problem sets so students can learn by practicing are offered in every math course whether online or offline. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including Core, Comprehensive, Honors, and AP. Among the math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

World Languages: K12 offers a selection of World Languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma option and the 18 Credit Academically Challenging Curriculum to Enhance Learning (ACCEL) Diploma option.

Elective Curriculum:

K12's core curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and STEM initiatives—and will prepare students well for the world beyond high school. K12's elective curriculum includes courses in:

- **World Languages:** World Languages are increasingly important in the economy today, and students can take up to four years (including college-level AP) of courses in a variety of World Languages. K12's online language courses include recording technology so students' speaking ability can be accurately assessed by their teachers. Languages include: Spanish, French, German, Latin, Japanese, and Chinese.
- **Science:** Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- **Social Science:** Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues.
- **Fine Arts:** Electives in the arts include Fine Art, Music Appreciation, and AP Art History.
- **Technology and Computer Science:** A variety of technology and computer science courses are in K12's portfolio, ranging from basic Computer Literacy to AP Computer Science. Students may explore career avenues with courses including Java Programming, Digital Art, Image Design and Editing, Audio Engineering, Engineering Design/CAD, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- **Business:** Students are given additional opportunities to explore careers with Introduction to Marketing I and II and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state standards, requires daily physical activity, verified by a parent or mentor. Both courses are also available as credit recovery.
- **Communications:** Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- **Elective Advanced Placement courses:** Including Macroeconomics, Microeconomics, and Psychology: Depending on the policies of the college they attend, students may receive college credit, advanced placement, or both by taking the AP exam associated with an AP course and earning a score of 3 or higher.

- College and Career Readiness: Students are guided through high school with a series of courses called Finding Your Path. These courses, which include K12’s school-counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals. Other courses that focus on study skills, school success, and future plans include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school credit for projects they design themselves in Service Learning. Examples of college and Career Readiness courses include:

Career Technical Education

K12 recognizes that student plans after high school will vary and may include immediate immersion in the work force as well as post-secondary education. K12 has recently augmented their catalog and will continue to expand their offerings in the area of CTE to increase students’ career and industry readiness by high school graduation. Examples of these CTE offerings extend from individual courses that are part of their catalog to sequences of courses in programs that result in preparedness to earn industry-recognized certifications.

K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in six of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

Remediation and Credit Recovery

K12 and its curriculum experts are prepared to meet all students where they are. The K12 curriculum also provides two kinds of courses for struggling students, “at risk” students, and students who have not successfully completed courses required for graduation:

- Remediation courses: These courses bring students up to grade level in math and English—guiding them through the skills and knowledge needed for success. Remediation courses evaluate students’ current knowledge and provide the instruction needed for them to successfully continue their studies at a high school level.
- Credit recovery courses: These courses allow students to gain credit for courses they have previously taken and not completed successfully. They include diagnostic unit tests assessing students’ understanding of fundamental content and direct them to review or move ahead accordingly. Fresh, engaging content delivered with new approaches helps students grasp concepts they missed the first time. Designed to provide flexibility in delivering teacher support, these courses include computer-graded assignments and assessments with the option to augment teacher-graded assignments and assessments, as appropriate.

SPECIFIC RESEARCH AND BEST PRACTICE USED IN DESIGN

K12 provides a rich, research-based curriculum that has been proven to deliver strong student achievement and growth. The program is designed to meet the needs of diverse student populations by integrating multiple assessment tools, cognitive learning strategies, and instructional supports. The pedagogical approach incorporates development of a research-based curriculum with built-in cognitive science-based learning strategies and a design that anticipates and assesses for common misconceptions that interfere with student learning and progress. K12 provides a full service product unique in the e-

learning space through its award-winning curriculum and instructional supports, training, and professional development for teachers designed to leverage best practices from brick and mortar classrooms that are adapted to the e-learning environment.

A Research-based Pedagogical Basis

Extensive and ongoing research ensures that the K12 curriculum is based on sound principles of instructional design and delivery. The research base includes:

- **Research on the Structure of Expert Knowledge:** (including mathematicians, scientists, historians, writers, and others) to map the relationships among big ideas, facts, and skills in each subject area
- **Research on General Instructional Principles:** empirically-tested principles of online instruction using multimedia resources
- **Research on Teaching Specific Topics and Addressing Possible Misconceptions:** helping students overcome misconceptions related to complex instructional objectives
- **iNACOL National Standards for Quality Online Courses, version 2:** including online course guidelines for content, instructional design, student assessment, technology, and course evaluation and support
- **Proven Strong Student Achievement and Outcomes:** performance evaluations based on a variety of assessments administered throughout the school year to inform and evaluate the teaching and learning cycle
- **A Curriculum Designed to Meet Diverse Needs:** providing unit-level and lesson-level goals and objectives, online and offline activities, and other attributes to meet diverse student needs
- **Multiple Assessment Tools and Strategies:** assessment tools and strategies linked to learning objectives allowing students to demonstrate what they have learned in a variety of ways
- **Cognitive Science Research on How Students Learn:** K12 has an Assessment and Research team dedicated to reviewing and synthesizing cognitive science research who work with course development teams to ensure that K12 course developers draw on methods shown by scientific research to be effective in improving learning. The Assessment and Research team includes a doctorate-level cognitive science statistician who has conducted original research specific to e-learning teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curriculum, the team also conducts evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, student performance measurement, and instructional strategies are targeted to ensure best practice and student accessibility to K12 curriculum.

Stride has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards, the Mathematics Florida Standards (MAFS), Language Arts Florida Standards

(LAFS), and the Next Generation Sunshine State Standards for Science (NGSSS)). The K12 curriculum is also aligned to Stride’s mission to help students reach their full potential through inspired teaching and personalized learning.

iNACOL National Standards for Quality Online Courses, version 2

In 2007, the International Association for K-12 Online Learning (iNACOL) published standards based closely on work originally formulated by the Southern Regional Education Board (SREB). iNACOL’s standards outline quality guidelines for online courses—covering content, instructional design, student assessment, technology, and course evaluation and support. Schools and other educational organizations use these standards as a rubric for evaluating the quality of any online courses they wish to offer. The iNACOL standards were revised in late summer 2011. K12’s courses have been so widely recognized for embodying best practices for online learning that K12’s curriculum department was invited to join the committee for revising the standards. Version 2—published in October 2011—includes reformulated standards that are more easily applicable and verifiable in the growing landscape of different online scenarios.

A K12 evaluation of its courses against the iNACOL standards reveals high marks for compliance. Documentation for alignment with the 2011 standards is available for review.

Proven to Deliver Strong Student Achievement and Outcomes

To assess the effectiveness of curriculum and instruction across all K12 public school programs (which, state by state, follow different standards and administer different assessments), K12 uses a variety of readiness, formative, summative, and state-required assessments at applicable grade levels. Readiness assessments offer an initial benchmark for student skill level in each core area, which allows teachers to differentiate instruction based on student needs. Summative and state-required assessments are used to measure student learning at culminating points in a student’s academic career, such as at the end of a semester or the end of the school year. Student performance is evaluated to inform and evaluate the teaching and learning cycle.

A Curriculum Designed to Meet Diverse Needs

- Each K12 course follows a carefully organized scope and sequence articulating measurable unit-level goals and lesson-level objectives that clearly state what students should know and be able to do at the end of the course. To help students master the objectives, K12 creates and assembles a wide variety of learning components to satisfy the diverse needs of students in multiple learning environments.
- K12 lessons address multiple learning styles, including auditory, visual, and kinesthetic modalities. The online curriculum is designed in a rich, multimedia format to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods.
- Online and offline activities within the K12 curriculum can be adapted in ways to accommodate student needs, and new tools allow high school teachers to adjust and augment curriculum for individual students.

- The K12 curriculum includes several types of activities to enhance students' critical thinking. As students develop factual knowledge, problem-solving skills, and conceptual understanding, they practice critical thinking through a variety of tasks that require them to reflect on what they've learned and how it applies to new tasks and situations.
- K12 is committed to delivering a curriculum that is multicultural, pluralistic, and inclusive. Curriculum developers are trained in how to guard against demographic, geographic, political, racial, and intellectual bias.

A Curriculum with Multiple Assessment Tools and Strategies

- K12 assessments employ a variety of formats, allowing students to demonstrate what they have learned in a variety of ways, from online computer-scored multiple choice tests to extended performance tasks evaluated by the teacher. In many courses, teachers are provided detailed rubrics to guide evaluation.
- K12's assessments are consistently linked to clearly-stated learning objectives designed to capture varying depths of knowledge, including recall of factual information, deep understanding of concepts, strategic application of concepts and skills, and metacognitive knowledge. Instructional activities are built directly from the objectives and related to the assessment items, ensuring coherent alignment of objectives, instruction, and assessment.
- Appropriate assessments are built into almost every lesson to evaluate mastery and guide instruction to remediation or enrichment.

BASIS FOR AND FREQUENCY OF REVISION

Stride reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, Stride is committed to maintain up-to-date, standards-based, fully aligned courses. Stride has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. In general, K12 courses are revised or redeveloped every few years, depending on age and changes in academic standards. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM

Stride, using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

- In 2018, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of Stride AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC).

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, Stride must:

- Meet quality standards set forth by AdvancED.
 - Engage in a continuous process of improvement.
 - Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).
- In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.
 - In 2007, Stride managed public schools graduated their first cohort of just 12 students. Since that time, more than 40,000 students have earned a high school diploma including more than 8,500 students who graduated in 2018 from online and blended schools using the K12 education program. Students graduating from Stride virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers--in the military, apprenticeship programs, on the job training or directly into the workforce.

K12's Suite of Curriculum Content and Assessment

School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the school leaders and teachers as necessary.

K12's highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from nearly 70 national and international subject area associations.

- AAAL—American Association for Applied Linguistics
- AAAS—American Association for the Advancement of Science
- AAPT – American Association of Physics Teachers
- AATF—American Association of Teachers of French
- AATG—American Association of Teachers of German
- AATSP—American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL—American Classical League
- ACTE – Association for Career and Technical Education
- ACTFL—American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org—American Diploma Project from www.Achieve.org
- Advance CTE
- AERA—American Educational Research Association - <http://www.aera.net>
- APA—American Philological Association
- Assistive Technology Industry Association
- CCSSO—Council of Chief State School Officers – www.ccsso.org
- CEFR—Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA—Chinese Language Teachers' Association
- CRESST—National Center for Research on Evaluation, Standards, & Student Testing – www.cresst.org
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD—International Dyslexia Association
- ILR—International Language Roundtable
- ILTA—International Language Testing Association
- iNACOL—International Association for K–12 Online Learning
- IRA—International Reading Association
- IUPAC—International Union of Pure and Applied Chemistry
- MCREL—Mid Continent Research for Education and Learning
- NAEA—National Art Education Association
- NAEP—National Assessment of Educational Progress – www.nces.ed.gov/nationsreportcard
- NAS—National Academy of Science
- NASPE—National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education
- National Center on Accessible Education Materials
- National Center on Universal Design for Learning

- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE—National Council on Economic Education
- NCES – National Center for Education Statistics – www.nces.ed.gov
- NCHE—National Council for History Education
- NCHS—National Center for History in the Schools
- NCSA—National Conference on Student Assessment - <http://www.ccsso.org/ncsa.html>
- NCSS—National Social Studies Standards
- NCTE—National Council of Teachers of English
- NCTM—National Council of Teachers of Mathematics
- NETS/ISTE—National Educational Technology Standards from the International Society for Technology in Education
- NGSS—Next Generation Science Standards
- NICHD—National Institute of Child Health and Human Development
- NIFL—National Institute for Literacy
- NRP—National Reading Panel
- NSTA—National Science Teachers Association
- PARCC—Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA—Programme for International Student Assessment – www.oecd.org/pisa/aboutpisa
- President's Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President's Challenge
- W3C—World Wide Web Consortium
- WCAG—Web Content Accessibility Guidelines

EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The Stride Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

Multiculturalism and the K12 Curriculum Within the American and Global Contexts

The motto on the Great Seal of the United States—E pluribus unum (“out of many, one”)—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At Stride, we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.

The vision for Stride announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context:

Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Private Academy (formerly known as K12 International Academy), now serving students around the world.

To help our students grasp the common American inheritance within its global context, Stride is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who

- Understand the characteristics and contributions of American culture and cultures throughout the world.*
- Understand that societies reflect contributions from many cultures.*
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.*

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

Accessibility for Students with Disabilities and Limited English Proficiency

Since 2001, Stride has served students with disabilities. In the SY2015-2016 about 13.8% of students attending Stride virtual academies which are responsible for providing special education services are students with exceptionalities across all disability categories. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act (“IDEA” at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA). K12 Product Development utilizes the Web Content Accessibility Guidelines 2.0 Level A and AA ([WCAG 2.0 A & AA](#)) as the rubric we strive for in making sure our curriculum, communication, and resources are accessible. This is done to provide an accessible platform that is compatible with accessibility API's, assistive technology, and language translation programs. Our use of a variety of resources including the National Instructional Media Access Center, Book share and other means of flexible formatting help us to be able to meet the accessible educational media needs of our users in accordance with the National Instructional Media Standard (NIMAS).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as

students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum is designed using the concept of Universal Design for Learning (UDL) and provides students with:

- *multiple means of representation so that learners have various options for acquiring information*
- *multiple means of expression so that learners have alternative ways to show that learning has occurred*
- *multiple means of engagement to increase motivation and tap into students' interests*

Multiple Means of Representation

- Content presented in video, audio, slide show and other
- Reading materials at multiple difficulty levels
- Reading materials with supportive resources
- Presentations at variable complexity levels
- Graphic representations such as concept maps and graphic organizers
- Illustrative representations such as diagrams and simulations

Multiple Means of Expression

- Alternative forms of text input and other augmentative communication tools
- Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages
- Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities
- Supportive tools: spelling and grammar checkers, drawing programs, outliners
- Social networking options: online chat, instant messaging
- Shared writing and peer editing

Multiple Means of Engagement

- Role-playing
- Online chat
- Threaded discussions
- Brainstorming activities
- Team inquiry projects
- Online experiments

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:

- digital books, text-to-speech software, large print text, graphic images, or manipulatives
- response accommodations such as a word processor with voice recognition, graphic organizers, or other.
- technologies such as screen reader software, screen magnifiers, word prediction software, audio

- books or other more traditional technologies and supports.
- Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012).

Accessibility for Students with Limited English Proficiency

The K12 courseware lends itself to providing age- and grade- appropriate content for English Learners. EL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that EL students are provided with equal access to the same scope and sequence as the instruction provided to the non-EL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are “sheltered” in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, EL students receive instruction with ESOL strategies during the synchronous sessions with non-EL students.

The curriculum will enable students in the EL program to meet the same curriculum standards as non-EL students in English/Language Arts and content area instruction. A program of EL instruction will be implemented according to the student’s individual needs based on their EL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing EL instruction, cyber charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing EL strategies in mathematics, science, social studies, and other courses on the student’s schedule following state guidelines.

In addition to the core curriculum, general EL instructional strategies will:

- Provide a learning environment that provides a sense of comfort
- Establish a daily routine for the student
- Use as many of the senses as possible to present information to students
- Provide EL students guidelines for written work
- Provide alternative instruction when appropriate
- Arrange small discussion and talking activities that permit students to practice verbal skills
- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the EL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities

- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL

Since its inception, Stride has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. In the past, the National Collegiate Athletic Association (NCAA) has found K12 core courses as meeting the requirements for establishing the initial-eligibility status for high school student-athletes wishing to compete in college. However, course eligibility is dependent on each school's delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at: http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf

POLICIES AND PROCEDURES

- **All school policies and procedures. To address specific questions in this application, please provide policies and procedures related to the following topics in an easy-to-find location on this disclosure website so they can be reviewed: non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements.**

Nine documents have been provided that collectively address the requested policies and procedures for cyber charter schools and district virtual instruction programs (including the *Florida Cyber Charter Academy Parent/Student Handbook* and the *Florida Learning Coach Success Guide*). K12 follows all district mandates and policies as outlined in the individual district contracts. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website www.k12.com/participating-schools/florida.

Policies and procedures related to the following topics for cyber charter schools that K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the Florida Virtual Instruction Programs Disclosure Information link on K12's website (www.k12.com) which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:

- Academic Integrity Policies and Parental Supervision
- Anti-Discrimination Policy
- Attendance Participation and Performance Policy
- Nonsectarian Policy
- State Testing Policies and Procedures
- Student Admission and Enrollment Eligibility and Requirements
- Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions
- FLCCA Parent/Student Handbook 2018-2019

- Florida Learning Coach Success Guide

CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF

- **Certification status and physical location (state of residence) of all administrative and instructional personnel, to include state certification(s), highly-qualified status, out-of-field, National Board certified, ESOL-endorsed or similar credential in other state, and reading-endorsed or similar credential in other state.**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs and cyber charter schools served by K12 at the time of this application are found on the disclosure website www.k12.com in documents “FLCCA Instructional and Administrative Staff” and “K12 Florida LLC District VIP Instructional and Administrative Staff”.

HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL

Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. Teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours.

AVERAGE STUDENT-TEACHER RATIOS AND TEACHER LOADS

- **Average student-teacher ratios and teacher loads for full-time and part-time teachers by grade-level bands K-3, 4-8 and 9-12 and for core and elective courses.**

K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the

average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

STUDENT COMPLETIONS AND PROMOTIONS

- **Student completions (percent completions and percent successful completions) and promotion rates in total and by subgroup*. Student completion calculations are to include all students who are enrolled for more than 14 calendar days in a course.**

Completion and Promotion in District Virtual Instruction Programs

District virtual instruction programs served by K12 had a completion rate of 92.60% for the 2015-2016 school year, 91.10% for the 2016–2017 school year, and 90.36% for the 2017-2018 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year			
	% of Completions/ Promotions in SY15-16	% of Completions/ Promotions in SY16-17	% of Completions/ Promotions in SY17-18
English Language Learner	100.00%	90.00%	83.33%
Free & Reduced Lunch Eligible ₁	93.36%	90.02%	87.82%
Special Education	92.73%	92.06%	78.87%
504 Plan	87.50%	87.50%	91.67%
Gifted or Talented	100.00%	100.00%	100.00%

₁ Where any of the following phrases are used throughout this document, the subsequent information contained in this footnote is to be considered applicable: “Free & Reduced Lunch Eligible”; “Free/Reduced Lunch Students”; “Economically Disadvantaged”; and “economically disadvantaged students.” Laws and regulations vary significantly from one state to the next and are constantly evolving. States sometimes change policies and practices regarding how to identify students who are economically disadvantaged. For example, determining how and which students are eligible for free and reduced-price lunch. Data shows that these students usually underperform students identified as not eligible for subsidized meals. There are several different methods of identifying students who are economically disadvantaged. Public schools must comply with state policies regarding identification and reporting of students who are economically disadvantaged. State online schools face unique challenges when identifying students who are economically disadvantaged, and our internal data may be different than state reported data on the schools.

School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion
African-American	16	16	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	19	19	100.00%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	19	22	86.36%
Black or African-American	93	103	90.29%
Declined to State	*	*	*
Hispanic	65	69	94.20%
Hispanic or Latino	134	138	97.10%
Multi-racial	11	14	78.57%
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	145	156	92.95%
White	76	80	95.00%
White (not Hispanic)	95	100	95.00%
White or Caucasian	326	360	90.56%
Grand Total	1013	1094	92.60%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

School Year 2016 - 2017			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	13	13	100.00%
American Indian	*	*	*
American Indian or Alaska Native	*	*	*
Asian	29	32	90.63%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	17	18	94.44%
Black or African-American	121	132	91.67%
Declined to State	**	**	**
Hispanic	31	32	96.88%
Hispanic or Latino	141	156	90.38%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*

Continued on next page.

School Year 2016-2017, continued			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
Other	*	*	*
Undefined	186	198	93.94%
White	40	41	97.56%
White (not Hispanic)	65	68	95.59%
White or Caucasian	396	451	87.80%
Grand Total	1065	1169	91.10%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

**No students in this population.

School Year 2017-2018			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	*	*	*
American Indian	**	**	**
American Indian or Alaska Native	*	*	*
Asian	26	28	92.86%
Asian or Pacific Islander	*	*	*
Black (not Hispanic)	*	*	*
Black or African-American	110	120	91.67%
Declined to State	*	*	*
Hispanic	25	27	92.59%
Hispanic or Latino	115	130	88.46%
Multi-racial	*	*	*
Native Hawaiian or Other Pacific Islander	*	*	*
Other	*	*	*
Undefined	192	207	92.75%
White	25	25	100.00%
White (not Hispanic)	45	48	93.75%
White or Caucasian	393	444	88.51%
Grand Total	965	1068	90.36%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

**No students in this population.

Promotion Rates in Florida Cyber Charter Academies

Below are promotion rates by school and by special category for SY2015-16 and SY2016-2017. These numbers represent the percentage of students that moved up at least one grade level from one school year to the next. SY2017-2018 school promotion rates were not available from FLDOE at the time of the submission of this application.

AGGREGATE PROMOTIONS BY SCHOOL					PERCENTAGES	
Dist #	Dist Name	School #	School Name ²	Year Opened	SY15-16	SY16-17
6	Broward	5059	FLCCA at Broward County	13-14SY	92.40%	**
10	Clay	663	FLCCA at Clay County	14-15SY	*	94.74%
16	Duval	5371	FLCCA at Duval County	13-14SY	58.57%	69.19%
29	Hillsborough	7678	FLCCA at Hillsborough County	14-15SY	84.30%	*
49	Osceola	153	FLCCA at Osceola County	12-13SY	74.58%	96.58%
50	Palm Beach	4040	FLCCA at Palm Beach County	13-14SY	97.28%	**
51	Pasco	4325	FLVA at Pasco County	13-14SY	72.93%	85.89%
52	Pinellas	7341	FLVA at Pinellas County	14-15SY	71.95%	93.91%

*: To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed.

** : No students in this population.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION	PERCENTAGES	
BROWARD	SY15-16	SY16-17
Students with Disabilities	87.50%	**
Free/Reduced Lunch Students	91.11%	**
ESL Students	80.00%	**
CLAY	SY15-16	SY16-17
Students with Disabilities	*	100.00%
Free/Reduced Lunch Students	*	100.00%
ESL Students	*	**
DUVAL	SY15-16	SY16-17
Students with Disabilities	44.83%	63.64%
Free/Reduced Lunch Students	51.00%	67.29%
ESL Students	50.00%	33.33%
HILLSBOROUGH	SY15-16	SY16-17
Students with Disabilities	75.86%	*
Free/Reduced Lunch Students	81.82%	*
ESL Students	60.00%	*

Continued on next page.

² By June 30, 2016, Florida virtual charter schools managed by K12 Florida LLC changed their names from "Florida Virtual Academy (FLVA) at XX County" to "Florida Cyber Charter Academy (FLCCCA) at XX County." A few school district authorizers, however, continued to use the FLVA naming convention after 6.30.16, for instance, when reporting virtual charter school data to FLDOE. In this application, we have referenced each virtual charter school according to the school name used by FLDOE in its reports.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY SPECIAL POPULATION, continued	PERCENTAGES	
OSCEOLA	SY15-16	SY16-17
Students with Disabilities	53.85%	100.0%
Free/Reduced Lunch Students	73.33%	94.29%
ESL Students	33.33%	75.00%
PALM BEACH	SY15-16	SY16-17
Students with Disabilities	95.65%	**
Free/Reduced Lunch Students	89.29%	**
ESL Students	**	**
PASCO	SY15-16	SY16-17
Students with Disabilities	50.00%	82.14%
Free/Reduced Lunch Students	57.78%	88.14%
ESL Students	**	66.67%
PINELLAS	SY15-16	SY16-17
Students with Disabilities	69.57%	96.15%
Free/Reduced Lunch Students	59.32%	98.41%
ESL Students	**	100%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

**No students in this population.

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY	PERCENTAGES	
BROWARD	SY15-16	SY16-17
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	91.14%	**
Hispanic or Latino	90.57%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	92.55%	**
CLAY	SY15-16	SY16-17
American Indian or Alaska Native	*	**
Asian	*	**
Black or African-American	*	100.00%
Hispanic or Latino	*	66.67%
Native Hawaiian or Other Pacific Islander	*	**
Two or More Races	*	100.00%
White	*	95.83%
DUVAL	SY15-16	SY16-17
American Indian or Alaska Native	**	**
Asian	40.00%	33.33%
Black or African-American	48.91%	65.41%
Hispanic or Latino	69.57%	76.09%
<i>Continued on next page.</i>		

FLORIDA CYBER CHARTER ACADEMY PROMOTIONS BY ETHNICITY	PERCENTAGES	
DUVAL, continued	SY15-16	SY16-17
Native Hawaiian or Other Pacific Islander	0.00%	100.00%
Two or More Races	68.42%	80.00%
White	61.88%	69.15%
HILLSBOROUGH	SY15-16	SY16-17
American Indian or Alaska Native	100.00%	*
Asian	100.00%	*
Black or African-American	87.23%	*
Hispanic or Latino	79.55%	*
Native Hawaiian or Other Pacific Islander	**	*
Two or More Races	94.12%	*
White	81.90%	*
OSCEOLA	SY15-16	SY16-17
American Indian or Alaska Native	**	100.00%
Asian	100.00%	100.00%
Black or African-American	75.00%	88.89%
Hispanic or Latino	61.36%	96.00%
Native Hawaiian or Other Pacific Islander	100.00%	100.00%
Two or More Races	100.00%	100.00%
White	79.66%	97.96%
PALM BEACH	SY15-16	SY16-17
American Indian or Alaska Native	100.00%	**
Asian	100.00%	**
Black or African-American	97.44%	**
Hispanic or Latino	97.22%	**
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	100.00%	**
White	96.67%	**
PASCO	SY15-16	SY16-17
American Indian or Alaska Native	**	**
Asian	**	**
Black or African-American	77.78%	100.00%
Hispanic or Latino	61.90%	92.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	80.00%	75.00%
White	74.49%	83.87%
PINELLAS	SY15-16	SY16-17
American Indian or Alaska Native	**	100.00%
Asian	0.00%	**
Black or African-American	72.73%	87.50%
Hispanic or Latino	76.47%	100.00%
Native Hawaiian or Other Pacific Islander	**	**
Two or More Races	57.14%	83.33%
White	72.66%	94.59%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

**No students in this population.

SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

- **Student, educator, and school performance accountability outcomes. Please include, at minimum, student standardized assessment results in total and by subgroup* (also provide name of assessment), state assessment results, if available, by total and subgroup, percent of teacher evaluations based on student performance, school grades, if applicable, other school/program ratings, dropout rates, graduation rates.**

** Subgroups to include students from major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.*

District Virtual Instruction Programs Performance on State Assessments for 2016-17 and 2017-18 Grade level and subgroup performance in English Language Arts and Mathematics

ENGLISH LANGUAGE ARTS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	72%	92	67%	76
4th Grade	54%	102	69%	86
5th Grade	61%	105	59%	96
6th Grade	79%	80	69%	68
7th Grade	69%	55	81%	52
8th Grade	90%	68	90%	51
9th Grade	83%	35	73%	48
10th Grade	66%	56	82%	33

From 2016-17 to 2017-18, the percent of students in the proficient category improved or remained stable in 4 grades. Improvements ranged from 12 to 15 points. The percent of students in the proficient category declined in 4 grades. The percent of students in the proficient category who declined ranged from 2 to 10 points.

MATHEMATICS				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
3rd Grade	48%	93	55%	74
4th Grade	47%	103	56%	86
5th Grade	45%	110	42%	98
6th Grade	63%	80	48%	67
7th Grade	58%	48	77%	44

Continued on next page.

MATHEMATICS, continued				
Grade Level	2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested
8th Grade	71%	52	70%	40
Algebra 1	56%	61	68%	41
Geometry	46%	41	62%	34

From 2016-17 to 2017-18, the percent of students in the proficient category improved in 5 grades. Improvements ranged from 5 to 19 points. The percent of students in the proficient category declined in 3 grades. The percent of student in the proficient category who declined ranged from 1 to 15 points.

ENGLISH LANGUAGE ARTS: % PROFICIENT		
Grade Level	2016-17	2017-18
All Students	70%	71%
Economically Disadvantaged	62%	60%
Students with Disabilities	56%	69%
English Learners	78%	77%
White/Caucasian	66%	68%
African American	61%	70%
Hispanic	78%	79%
Asian	82%	81%
American Indian/Alaskan Native	NA	NA
Native Hawaiian or other Pacific Islander	NA	NA
Students of Multiple Races/Multiracial	61%	72%

From 2016-17 to 2017-18 in English/Language Arts the percentage of students in the proficient category improved for students in the subgroups of: Students with Disabilities, White/Caucasian, African American, and Hispanic. Improvements ranged from 1 to 13 points. The percent of students in the proficient category within the Economically Disadvantaged, English learners, and Asian subgroups declined by 1-2 points. Overall, students improved by 1 point. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

MATHEMATICS: % PROFICIENT		
Grade Level	2016-17	2017-18
All Students	53%	57%
Economically Disadvantaged	37%	44%
Students with Disabilities	51%	65%
English Learners	63%	63%
White/Caucasian	53%	55%
African American	35%	55%
Hispanic	59%	57%

Continued on next page.

MATHEMATICS: % PROFICIENT, continued		
Grade Level	2016-17	2017-18
Asian	81%	78%
American Indian/Alaskan Native	NA	NA
Native Hawaiian or other Pacific Islander	NA	NA
Students of Multiple Races/Multiracial	53%	65%

From 2016-17 to 2017-18 in mathematics, the percent of students scoring in the proficient category improved or remained stable from 2016-17 to 2017-18 in every subgroup within the District Virtual Instruction Programs except for the Hispanic and Asian subgroups. Improvements ranged from 1 to 14 points. These two subgroups saw declines of 2 and 3 points, respectively. Overall, students improved by 5 points. Data is not available for the Native Indian/Alaskan Native and Native Hawaiian or other Pacific Islander subgroups due to small student counts.

We do not have access to school-level standardized assessment results.

Florida Cyber Charter Academy Accountability Data 2015-16, 2016-17 and 2017-18

FLCCA Campus	2015-16 Florida School Grade	2016-17 Florida School Grade	2017-18 Florida School Grade
FLORIDA CYBER CHARTER ACADEMY AT CLAY	I	C	C
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	I	D	I
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	I	C	D
FLORIDA VIRTUAL ACADEMY AT PASCO	I	D	C
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	I	C	Voluntarily Relinquished Charter

Florida Cyber Charter Academy State Assessment Data for 2015-16, 2016-17 and 2017-18 Percent At or Above Proficient by grade level, school, year and number of students tested (cells with asterisks do not include a sufficient number of students to report data)

ENGLISH LANGUAGE ARTS							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	3rd Grade	*	3	*	1	*	3
	4th Grade	*	1	*	8	*	1
	5th Grade	*	3	*	2	*	5
	6th Grade	*	1	*	6	*	5
<i>Continued on next page.</i>							

FLORIDA CYBER CHARTER ACADEMY AT CLAY, continued	ENGLISH LANGUAGE ARTS, continued						
	7th Grade	*	3	*	4	*	9
8th Grade	*	1	*	6	*	9	
9th Grade	*	1	*	1	*	7	
10th Grade	-	-	*	1	*	6	
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
	3rd Grade	56%	18	35%	34	48%	23
	4th Grade	31%	16	38%	26	35%	26
	5th Grade	35%	17	33%	42	25%	24
	6th Grade	43%	23	49%	47	30%	46
	7th Grade	44%	27	43%	35	33%	43
	8th Grade	55%	29	42%	52	41%	44
	9th Grade	21%	14	35%	26	39%	28
10th Grade	70%	10	50%	18	29%	21	
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	7	43%	14	41%	41
	4th Grade	*	7	*	8	38%	47
	5th Grade	*	7	*	8	41%	46
	6th Grade	57%	14	60%	10	33%	104
	7th Grade	50%	10	47%	17	37%	106
	8th Grade	60%	10	64%	11	44%	114
	9th Grade	*	5	*	7	38%	104
	10th Grade	*	5	*	6	48%	81
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	4	55%	11	41%	22
	4th Grade	33%	12	*	7	50%	12
	5th Grade	*	6	70%	10	36%	14
	6th Grade	*	8	39%	18	39%	33
	7th Grade	*	9	23%	13	28%	39
	8th Grade	46%	13	39%	23	43%	40
	9th Grade	*	6	48%	21	47%	38
	10th Grade	*	5	40%	10	49%	37
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	3rd Grade	50%	12	90%	10	-	-
	4th Grade	20%	10	*	6	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	8	*	8	-	-
	7th Grade	27%	11	30%	10	-	-
	8th Grade	40%	10	40%	25	-	-
	9th Grade	*	3	43%	14	-	-
	10th Grade	-	-	*	8	-	-

The small and varying number of charter school students who took the English Language Arts state assessment each year and at each grade level does not yield annual comparative information.

MATHEMATICS							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	3rd Grade	*	3	*	2	*	3
	4th Grade	*	1	*	8	*	1
	5th Grade	*	3	*	2	*	5
	6th Grade	*	1	*	6	*	7
	7th Grade	*	1	*	3	*	9
	8th Grade	*	4	*	5	*	7
	Algebra I	*	1	*	3	27%	11
	Geometry	-	-	*	1	*	5
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	3rd Grade	56%	18	18%	34	30%	23
	4th Grade	6%	18	15%	26	13%	30
	5th Grade	11%	19	19%	43	16%	25
	6th Grade	26%	23	18%	50	16%	49
	7th Grade	31%	29	43%	40	23%	44
	8th Grade	31%	29	18%	49	20%	40
	Algebra I	25%	12	26%	35	29%	34
	Geometry	30%	10	20%	15	32%	22
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	3rd Grade	*	6	29%	14	22%	41
	4th Grade	*	8	20%	10	22%	55
	5th Grade	*	7	*	8	26%	47
	6th Grade	57%	14	50%	10	22%	106
	7th Grade	*	8	44%	16	35%	110
	8th Grade	23%	13	*	8	29%	111
	Algebra I	*	5	33%	12	26%	111
	Geometry	*	5	*	7	30%	79
FLORIDA VIRTUAL ACADEMY AT PASCO	3rd Grade	*	3	27%	11	29%	21
	4th Grade	18%	11	*	7	25%	12
	5th Grade	*	8	18%	11	27%	15
	6th Grade	*	8	33%	18	18%	34
	7th Grade	25%	12	31%	16	28%	40
	8th Grade	23%	13	23%	22	20%	35
	Algebra I	*	3	39%	23	33%	46
	Geometry	*	6	50%	12	35%	46

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MATHEMATICS, continued							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL, continued	3rd Grade	25%	12	50%	10	-	-
	4th Grade	*	9	*	8	-	-
	5th Grade	9%	11	*	6	-	-
	6th Grade	*	9	*	9	-	-
	7th Grade	20%	10	50%	10	-	-
	8th Grade	20%	10	25%	24	-	-
	Algebra I	*	3	36%	14	-	-
	Geometry	*	1	*	6	-	-

The small and varying number of charter school students who took the mathematics state assessment each year and at each grade level does not yield annual comparative information.

SCIENCE							
School	Grade Level	2015-16		2016-17		2017-18	
		% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	5th Grade	*	2	*	2	*	5
	8th Grade	-	-	21%	38	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	5th Grade	18%	17	*	7	20%	25
	8th Grade	35%	31	36%	11	29%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	5th Grade	*	7	*	6	33%	43
	8th Grade	*	7	*	6	30%	117
FLORIDA VIRTUAL ACADEMY AT PASCO	5th Grade	*	4	27%	56	27%	15
	8th Grade	*	8	38%	13	23%	40
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	5th Grade	*	9	21%	24	-	-
	8th Grade	*	7	26%	23	-	-

The small and varying number of charter school students who took the science state assessment each year and at each grade level does not yield annual comparative information.

BIOLOGY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	2
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	7	36%	22	50%	14
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	*	2	*	7	60%	65
FLORIDA VIRTUAL ACADEMY AT PASCO	*	3	*	8	59%	34
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

CIVICS END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	*	1	*	3	*	9
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	45%	20	45%	40	38%	42
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	82%	11	42%	19	42%	109
FLORIDA VIRTUAL ACADEMY AT PASCO	*	5	41%	17	42%	43
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	36%	11	*	9	-	-

US HISTORY END OF COURSE TEST						
School	2015-16		2016-17		2017-18	
	% Proficient	# Students Tested	% Proficient	# Students Tested	% Proficient	# Students Tested
FLORIDA CYBER CHARTER ACADEMY AT CLAY	-	-	-	-	*	4
FLORIDA CYBER CHARTER ACADEMY AT DUVAL	*	1	62%	13	63%	19
FLORIDA CYBER CHARTER ACADEMY AT OSCEOLA	-	-	*	4	51%	61
FLORIDA VIRTUAL ACADEMY AT PASCO	-	-	*	7	64%	22
FLORIDA VIRTUAL ACADEMY AT PINELLAS CHARTER SCHOOL	-	-	*	2	-	-

The small and varying number of charter school students who took the three end of course state assessments each year and at each grade level does not yield annual comparative information. The charter schools did not have a sufficient number of students complete fall and spring school-administered standardized assessments to report trends or comparative information.

SCHOOL GRADES

K12 Florida LLC has continued to qualify as a Virtual Instruction Provider since the last application cycle in 2015. In 2015-2016, 2016-2017, and 2017-2018, K12 Florida LLC maintained a school grade of “B”.

TEACHER EVALUATIONS

- **Percent of Teacher Evaluations Based on Student Performance**

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

DROPOUT AND GRADUATION RATES

Dropout Rates

Florida Cyber Charter Academies

Dropout rates are not yet calculated by the FLDOE.

District Virtual Instruction Programs

K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

Graduation Rates**Florida Cyber Charter Academies**

Graduation rates are not yet calculated by the FLDOE.

District Virtual Instruction Programs

K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.

- SY 2015-2016 96% Graduation rate
- SY 2016-2017 85% Graduation rate
- SY 2017-2018 92% Graduation rate

DISCLOSURE WEBSITE

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date: www.k12.com

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 71

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Gadsden County Public School Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manual

DIVISION: K12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the Gadsden County’s Virtual Instruction Program (GC-VIP) Guidelines and Procedures Manual provides guidance and support to the offerings of virtual opportunities available in the district. These opportunities are open to all eligible students within the district. GC-VIP is an innovative educational experience that takes place in an interactive learning environment created through technology. The Gadsden County Public School (GCPS) district remains steadfast to a commitment of excellence and provides virtual education an opportunity to the students of Gadsden County as a school choice option.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis



POSITION: Virtual School Coordinator

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: _____



VIRTUAL INSTRUCTION PROGRAM MANUEL

*Guidelines and
Procedures*

2021-2022

ELIJAH KEY, JR.
SUPERINTENDENT OF SCHOOLS

Gadsden County's Virtual Education

Gadsden County's Virtual Instruction Program (GC-VIP) is open to all eligible students within the district. GC-VIP is an innovative educational experience that takes place in an interactive learning environment created through technology. The Gadsden County Public School (GCPS) district remains steadfast to a commitment of excellence. Subsequently, GCPS holds all stakeholders in all settings—traditional and/or non-conventional—to the same standards established in following vision and belief statements:

VISION STATEMENT

The Gadsden School District embraces systems of excellence to prepare ALL students to live and successfully compete in a global society.

MISSION STATEMENT

The district mission is to collaborate with and engage all stakeholders in providing safe, caring, rigorous and engaging environments in which students can learn and succeed.

BELIEF STATEMENTS

The Gadsden County School District believes that . . .

- All students can and will learn when instruction is engaging, rigorous, differentiated and individualized.
- Everyone must contribute to and be held accountable for student achievement.
- Each child is important and unique.
- Understanding and respecting *diversity* enriches students' lives.
- Every student has a right to a high quality education.
- Education is a shared responsibility of the student, parents, educators, and the community.
- Engaged families combined with highly effective teachers and school leaders are essential to a successful school.
- A well-trained professional teacher is the most important resource in a child-centered classroom.
- High-quality customer service is a necessary component of high-quality education.
- Everyone must be held to the highest ethical standards to achieve excellence.
- Everyone has the right to feel physically and emotionally safe at school.
- A highly effective support staff is an integral and essential component of the school district.

Gadsden County's Virtual Instruction Program

Guidelines and Procedures

Enrollment

Criteria for Eligibility (see Appendix A)

Florida Statute 1002.455 Student eligibility for K-12 virtual instruction

All students, including home education and private school students, are eligible to participate in any of the following virtual instruction options:

- School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. 1002.45(1)(b);
- Full-time virtual charter school instruction authorized under s. 1002.33 to students within the school district or to students in other school districts throughout the state pursuant to s. 1002.31;
- Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. 1003.498;
- Florida Virtual School instructional services authorized under s. 1002.37.
History.—s. 5, ch. 2011-137; s. 5, ch. 2012-192; s. 31, ch. 2014-39; s. 51, ch. 2017-116.

Methods to Enroll

Students may apply to for participation in the GC-VIP through using one of the following methods:

- 1) Parents/Guardians may obtain and submit an application or request to the district's Parent and Community Involvement Office at (850) 627-9651 x 1252;
or
- 2) Applications may be submitted online via a web-based application on the district's homepage.

Three enrollment periods will be offered throughout the academic year. Though the specific dates for the periods vary based on the start dates of the school year, the enrollment will be at least 90 days in duration and conclude 30 days prior to the first day of school/term per F.S. 1002.455.

Application Process

1. Application/Letter of Intent submission by Parents/Guardians (see Appendix B).
2. Letters of eligibility or ineligibility distributed.
3. Parents/Guardians must submit registration packets and participate in an online education orientation (see Appendix C).
4. Students are enrolled.

Gadsden County's Virtual Education Team (VET)

Coordinators

The primary points of contact and overseers of GC-VIP are the Instructional Media and Technology Department and a designee from the Federal Program Office with Curriculum experience. In addition to the district level points of contact, each school offering on-line courses will be required to designate at least one site-based support person with curriculum experience. In most cases, the site level point of contact will be the Assistant Principal for Curriculum (APC). However, in cases where there is no APC, a guidance counselor(s) or other teacher leader(s) will be assigned the task by the leader of the school.

Parent & Community Notification

Parents and members of the community will be notified of both the virtual education options and dates for open enrollment through use of the multiple marketing campaigns via varied modes of communication. The following highlights the major strategies that will be implemented to distribute information regarding GC-VIP:

GC-VIP Web-based portal

The GC-VIP web-based portal serves a clearinghouse of resources and tools offering information, forms, and registration materials will be readily accessible.

Telephone Announcements

GCPS will utilize the Skylert Communication system as a means to directly contact parents and families throughout the county. Skylert enables the district to disseminate critical, timely information regarding the GC-VIP to all stakeholders and the system enables the VET to accurately verify receipt of the information. Telephone announcements will include the dates of enrollment periods.

Media (Print & Audiovisual)

The district will make direct contact with parents and families through use of mailers, flyers, direct phone calls, and/or postcards marketing the GC-VIP as well as advising potential registrants of critical enrollment dates and criteria for eligibility. In addition, all schools shall be required to display posters and flyers related to virtual education.

Attendance Requirements & Recording

Compulsory Attendance Requirements

- All student enrolled in GC-VIP are mandated to adhere to the compulsory attendance requirements mandated by the state of Florida and prescribed by the GCPS Student Code of Conduct. Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board. A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students. A student is considered a "habitual truant" when he/she has 21 unexcused absences within 90 calendar days. Minors who fail to satisfy attendance requirements are ineligible for driving privileges (s. 322.091, F.S.)

Attendance Recording Expectations

All providers will be required to consistently record and maintain reports regarding student attendance, potential truancy issues, and/or chronic absenteeism so that early, proactive intervention measures can be assumed to support the student.

Attendance Audits

During each 9-week period of the school year, the VIP providers shall provide attendance documents and documentation as part of an attendance audit. This audit will require that all virtual education instructors provide a list of students that have missed a substantial amount of instruction time and/or have made little progress in terms of course completion. The student and his/her family will be asked to work with district and/or site level personnel, along with the support of the virtual educator, to develop an action plan resolve the issue(s).

Student Progression

The district's student progression plan (see Appendix D) establishes the procedures/requirements with regard to students progressing from one grade to another. Requirements related to student progression, including retention, promotion, and grade assignment, are the same for school district VIP students as they are for other students enrolled in the district.

Accessibility for All Students

Students with disabilities are not restricted from participation in the virtual program. Current Individual Education Plans (IEP) of student applicants who meet the entrance criteria will be evaluated on an individual basis in order to determine the appropriateness of the virtual education option. Parents must be part of the IEP review process. Per Florida Department of Education guidelines, district virtual schools are choice options and are not required to fundamentally alter their instructional programs to meet the needs of every student with a disability.

Quality Control

Contractual Agreements

Only VIP providers approved by the Florida Department of Education (FDOE) will be considered for contracts with the GCPS. All contractual agreements will clearly address the following provisions: a) student/teacher ratio, b) data quality requirements, c) security controls, and d) quality of instruction. (See Appendix H)

Programs Under Consideration for Adoption (Review Process)

The district's VET will conduct an annual review of all virtual offerings and make adjustments in course offerings, vendors/providers, and district-wide implementation framework as warranted. This process will be initiated the January prior to the implementation year. Through use of the provider qualifications outlined in the Florida Education Statute 1002.45(2)(3), the district will meticulously vet each potential vendor. Following the vetting process, a vendor will be selected and the contract negotiation process will begin. The district will use the contract template provided by the FLDOE as the model for all Virtual Education contractual agreements. Contracts should be finalized by late spring/early summer prior to the year of implementation.

Program Evaluation (Quality & Services)

The currently adopted Virtual Education program and processes will be evaluated semi-annually to ensure adherence to current statutory provisions and assess how well the program is working to meet the needs of the learning community. The program evaluation process, which will be spearheaded by the Virtual Education Team (VET), will consist of acquiring and analyzing both qualitative and quantitative data and correlating the data with the goals and objectives for the program as defined by the district's VET. While program evaluation will be systematic and on-going, it is imperative to note that a meticulous analysis will be conducted at the close of the academic year. (See Appendix E)

Background Checks & Screenings

Prior to the beginning of each semester, the district will acquire and analyze all documents and/or records related to background checks, security screenings, and licensing information for any individual that will be in contact with students. Personnel will not have access to students and/or student data until he/she has been cleared by the district's Human Resources office in accordance to F.S. 1012.32.

Materials & Resources

Within the first 20 days of each school term, the district will verify receipt of instructional materials and resources. Each family enrolled in Gadsden County's Virtual Education Program will be contacted directly and required to complete and submit the district's verification (See Appendix G) form through one of the following methods:

- Email
- Postal Mail, or
- online submission

State Requirements for Virtual Education

Each virtual instruction program under this section must:

- (a) Align virtual course curriculum and course content to the Sunshine State Standards under F. S. 1003.41;
- (b) Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study;
- (c) Provide each student enrolled in the program with all the necessary instructional materials.
- (d) Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with:
 - a. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and
 - b. Internet services necessary for online delivery of instruction.
- (e) Not require tuition or student registration fees.

STUDENT ELIGIBILITY — A student may enroll in a virtual instruction program provided by the school district or by a virtual charter school operated in the district in which he or she resides if the student meets eligibility requirements for virtual instruction pursuant to F.S. 1002.455.

**For Additional Information Please See
The Gadsden County VIP Timeline/Action Plan
(See Appendix F)**

APPENDIX A
Virtual Instruction Program
Criteria and Eligibility Chart

CRITERIA VERIFICATION
<p>Students who enroll in some of the virtual options must meet at least one of the criteria specified in s.1002.455, F.S.</p> <p>(1) School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. <u>1002.45(1)(b)</u>.</p> <p>(2) Full-time virtual charter school instruction authorized under s. <u>1002.33</u> to students within the school district or to students in other school districts throughout the state pursuant to s.<u>1002.31</u>.</p> <p>(3) Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. <u>1003.498</u>.</p> <p>(4) Florida Virtual School instructional services authorized under s. <u>1002.37</u>.</p>
<p>Student eligibility is determined by either reviewing the student’s previous year enrollment history with the district or, for those students who have transferred from another district, using the Student Locator function available from the department. Specific instructions for using the Student Locator function are available by either contacting a district’s management information system staff or the department’s Office of Education Information and Accountability Services (ASKEIAS@fldoe.org).</p>
<p>Siblings are eligible if their brother or sister is currently enrolled in a full-time public virtual school and was also enrolled at the end of the previous year. Districts may use paperwork normally gathered at registration/enrollment, such as a birth certificate or adoption papers to determine sibling eligibility.</p>
<p>A review of transfer orders will satisfy the verification requirement for dependent children of members of the United States Armed Forces.</p>
<p>Section 1002.20 (18) (a), F.S., states students who meet specified academic and conduct requirements are eligible to participate in extracurricular activities. In addition, section 1006.15 (5) (b), F.S., states “any organization or entity that regulates or governs extracurricular activities of public schools...shall not discriminate against any eligible student based on an educational choice of public, private, or home education.”</p>

APPENDIX B

The School Board of Gadsden County

Elijah Key, Jr.
SUPERINTENDENT OF SCHOOLS



"Putting Children First"

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gadsschools.org>

TO: Superintendent of Schools

RE: Notice of Intent to Establish and Maintain a Home Education or Virtual Instruction Program

This letter is to inform you of our intent to establish and maintain a home education program for our child(ren), according to Florida Statutes 1002.41.

Please Print

Child Name	Date of Birth	Current School/Grade Level <i>(Optional)</i>

Parent's Name *(please print)* _____

Home Address, City/Zip Code *(please print)* _____

Phone Number _____ Second Phone Number _____

Reason for Virtual Instruction or Home School Program (Optional)

Email: _____

Parent's Signature _____ Date _____

Mail, bring or fax to:
Superintendent of Schools
Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351 FAX: 850-627-7594

CATHY S. JOHNSON
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

KAREMA D. DUDLEY
DISTRICT NO. 5
QUINCY, FL 32353

APPENDIX C

The School Board of Gadsden County

Elijah Key, Jr.
SUPERINTENDENT OF SCHOOLS



"Putting Children First"

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gadsdenschools.org>

VIRTUAL INSTRUCTION REGISTRATION and ORIENTATION FORM

TO: Superintendent of Schools

RE: Registration and Parent Orientation for Home Education or Virtual Instruction Program

This letter is to inform you of our intent to provide registration materials to the district for virtual or home instruction; participate in an online orientation for the virtual instruction; and our commitment to maintain a quality virtual program for our child(ren), according to Florida Statutes 1002.41.

Parent's Name *(please print)* _____
Home Address, City/Zip Code *(please print)* _____
Phone Number _____ Second Phone Number _____
Reason for Virtual Instruction *(Optional)* _____

Parent's Signature _____ Date _____

SEX: Female Male
RACE: White/Non-Hispanic Black, Non Hispanic Asian/Pacific Islander American Indian or Alaska Native Multiracial/Other
ARE YOU HISPANIC or LATINO: Yes No
Hispanic or Latino – A person of Cuban, Mexican, South or Central American, or other Spanish culture or origin regardless of race

Please Print

Child Name	Date of Birth	Current School/Grade Level (Optional)
Email:		

Required Attachment: Birth Certificate / Driver License

Mail to:
Superintendent of Schools
Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
FAX: 850-627-7594

CATHY S. JOHNSON
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

STEVE SCOTT
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

KAREMA D. DUDLEY
DISTRICT NO. 5
QUINCY, FL 32353

APPENDIX D

Student Progression Plan

Available at: www.gadsdenschools.org

(type keywords 'student progression plan' into search box at top right of page)

Revised annually

APPENDIX E
Gadsden County's Virtual Education Review Tool

Program Name: _____ Date of Review: _____

Submitted by:	Reviewed by:
Decision Recommended:	Decision Made:
Rationale:	Rationale:

Directions:

For each standard please review the relevant information or materials in the course and determine if the standard is not in place, is developing, is developed with inconsistent implementation and fidelity, or is developed and implemented with fidelity. Place a check mark in the appropriate location. Please use the following guidelines to make these determinations:

The Virtual Learning Program Rubric includes examples that convey one component of a fully met standard. These examples are meant to serve as a model for what the scale looks like in action and to assist you in your review; however, they are not exhaustive or mandatory for each standard.

A Virtual Learning Program Standard consists of all or a combination of certain characteristics, a process for implementation, a process for assessing the fidelity of implementation, and alignment or integration with other efforts.

Scale:

Fully Met – All characteristics of the standard are developed. A process to implement is in place. Implementation is done consistently and with fidelity across the system.

Partially Met – Characteristics of the standard are developed. A process to implement is developed. Implementation is not done consistently or with fidelity across the system.

Developing – Characteristics of the standard are being developed. A process to implement is being developed.

Beginning – There is little or no development of the standard and little or no implementation of the standard.

Please use the Evidence, Notes, Comments section to indicate why a particular score was given, to provide brief suggestions for improvement (if necessary), or to include a description of why something was particularly well done. It is strongly recommended that you explain how you scored standards with multiple variables (e.g., The course content comprehensively and rigorously addresses identified course objectives).

Gadsden County's Virtual Education Review Tool

1. Program Design: This domain reflects the Virtual Learning Program's mission and goals and addresses the accessibility and understanding of these to relevant stakeholders, including students, parents, and community members.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
Standard 1.1: The Virtual Learning Program mission statement reflects the importance of virtual learning and is informed by K12 research and best practices	A mission statement has been developed that reflects the importance of virtual learning and the desired program impacts. It is informed by K12 virtual learning research and/or practices.	A mission statement has been developed that reflects the importance of virtual learning and the desired program impacts. It is not informed by K12 virtual learning research and/or practices.	A mission statement is being developed that reflects the importance of virtual learning. It is not informed by K12 virtual learning research and/or practices.	No mission statement has been developed.	
<i>Evidence, Notes, Comments</i>					
Standard 1.2: The Virtual Learning Program goals and objectives are clearly defined, specific, measurable, achievable, results focused, and time bound.	Virtual learning goals and objectives have been developed that reflect the program's mission. Goals and objectives are specific, measurable, achievable, results focused, and time bound.	Virtual learning goals and objectives have been developed that reflect the program's mission. Goals and objectives are not specific, measurable, achievable, results focused, or time bound.	Virtual learning goals and objectives are being developed that reflect the program's mission.	Virtual learning goals and objectives have not been developed.	
<i>Evidence, Notes, Comments</i>					
Standard 1.3: Consistent efforts are made to communicate the program mission, goals, and objectives to all stakeholders.	Information about the program mission, goals, and objectives is consistently communicated through the use of multiple methods. A plan exists and is being implemented to measure stakeholder understanding and to continuously improve communication efforts.	Information about the program mission, goals, and objectives has been communicated through the use of multiple methods. A plan has been developed for measuring stakeholder understanding.	Information about the program mission, goals, and objectives has been communicated through some other methods. No plan has been developed for measuring stakeholder understanding.	The Virtual Learning Program mission, goals, and objectives have not been communicated to stakeholders.	
<i>Evidence, Notes, Comments</i>					
Standard 1.4: The Virtual Learning Program goals encourage the development of strong working relationships with the broader community to support students' academic progress and social and emotional well-being.	The Virtual Learning Program has goals to engage the broader community in support of students' academic progress and social and emotional well-being. Partnerships have been developed, are active, and are continually assessed to ensure desired outcomes are achieved.	The Virtual Learning Program has goals that reflect the need to develop working relationships with the broader community to support students' academic progress and social and emotional well-being. These goals have been communicated to a variety of stakeholders.	The Virtual Learning Program is developing goals that reflect the need to develop working relationships with the broader community to support students' academic progress and social and emotional well-being.	The Virtual Learning Program goals do not reflect the need to develop working relationships with the broader community to support students' academic progress and emotional well-being.	
<i>Evidence, Notes, Comments</i>					
Standard 1.5: The Virtual Learning Program goals include developing strong working relationships with	The Virtual Learning Program includes goals to work with the broader community to continually increase access for all	The Virtual Learning Program includes goals to work with the broader	The Virtual Learning Program is developing goals to include the	The Virtual learning Program goals do not include working with the	

1. Program Design: This domain reflects the Virtual Learning Program's mission and goals and addresses the accessibility and understanding of these to relevant stakeholders, including students, parents, and community members.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
the broader community to support access for all students.	students. It frequently measures access to ensure all students have equitable opportunities.	community to continually increase access for all students.	broader community to increase access for some students.	broader community to increase access for students.	
<i>Evidence, Notes, Comments</i>					

2. Curriculum/Instruction: This domain reflects the design and rigor of the Virtual Learning Program curriculum as well as the fidelity of its implementation.					Score
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	
Standard 2.1: Virtual Learning Program curriculum is aligned to state/district standards and performance goals.	The Virtual Learning Program curriculum has been aligned to the state/district standards and contains clearly stated performance goals. There is a process to continually assess alignment across all standards and grades.	The Virtual Learning Program curriculum has been aligned to the state/district standards and contains clearly stated performance goals. There is no process to continually assess alignment across all standards and grades.	A plan is being developed to align the Virtual Learning Program curriculum to the state/district standards and performance goals.	Virtual learning Program curriculum is not aligned to state/district standards and is not mapped to performance goals.	
<i>Evidence, Notes, Comments</i>					
Standard 2.2: The implementation of the Virtual Learning Program curriculum is monitored for quality and fidelity.	A plan has been developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity. The monitoring process is implemented with consistency and fidelity. There is a process for reflecting on and using feedback from monitoring for ongoing curriculum and instructional enhancement.	A plan has been developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity. The monitoring process is being implemented but not consistently or with fidelity.	A plan is being developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity.	There is no plan developed to oversee or provide ongoing monitoring of curriculum implementation in terms of quality and fidelity.	
<i>Evidence, Notes, Comments</i>					
Standard 2.3: Virtual Learning Program curriculum is organized (i.e., clear, coherent, and aligned vertically between grades and horizontally across subjects on the same grade level) and rigorous (i.e., embeds critical thinking, problem solving, analysis, integration, creativity, and collaboration and provides guidance for differentiation according to student abilities).	The Virtual Learning Program curriculum has a detailed plan, has clear conceptual organization, and adheres to standards, which provide for deeper learning opportunities that challenge and engage students.	The Virtual Learning Program curriculum shows evidence of planning and has clear conceptual organization. However, it does not adhere to standards and/or lacks in deeper learning opportunities.	A plan is in place to strengthen both the organization and rigor of the Virtual Learning Program curriculum.	The Virtual learning Program curriculum is neither organized nor rigorous.	
<i>Evidence, Notes, Comments</i>					
Standard 2.4: Virtual Learning Program curriculum and assessments are competency based (i.e., students progress as they demonstrate mastery).	Virtual learning Program curriculum is aligned to a competency-based learning approach and includes competency-based assessments that allow students to demonstrate mastery.	Virtual Learning Program curriculum is aligned to a competency-based learning approach but does not include competency-based assessments that allow students to demonstrate mastery.	There is a process in place to ensure the Virtual Learning Program curriculum and assessments are aligned to a competency-based learning approach.	Virtual learning Program curriculum and assessments are not aligned to a competency-based learning approach.	
<i>Evidence, Notes, Comments</i>					

2. Curriculum/Instruction: This domain reflects the design and rigor of the Virtual Learning Program curriculum as well as the fidelity of its implementation.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<p>Standard 2.5: Virtual Learning Program instruction reflects pedagogical preparation (i.e., coursework and/or training/practice designed to prepare instructors) toward college and career readiness.</p> <p><i>Evidence, Notes, Comments</i></p>	<p>The design of the Virtual Learning Program instruction incorporates and models current college and career readiness standards, and the instruction is being implemented with consistency and fidelity.</p>	<p>The design of the Virtual Learning Program instruction incorporates and models current college and career readiness standards. The instruction is not being implemented with consistency or fidelity.</p>	<p>There is a plan to ensure the design and implementation of the Virtual Learning Program instruction incorporates and models current college and career readiness standards.</p>	<p>The design and implementation of the Virtual Learning Program instruction does not incorporate or model current college and career readiness standards.</p>	
<p>Standard 2.6: Virtual Learning Program curriculum includes objectives that require interactive collaboration between students to students and students to teachers.</p> <p><i>Evidence, Notes, Comments</i></p>	<p>The curriculum includes objectives that require high levels of interactive collaboration between students to students and students to teachers and is being implemented consistently with fidelity.</p>	<p>The curriculum includes objectives that require high levels of interactive collaboration between students to students and students to teachers. It is not being implemented consistently or with fidelity.</p>	<p>A plan is being developed to ensure the curriculum consistently reflects objectives that require high levels of interactive collaboration between students to students and students to teachers.</p>	<p>The curriculum does not include objectives that require high levels of interactive collaboration between students to students and students to teachers.</p>	
<p>Standard 2.7: The Virtual Learning Program reflects instructional methods that support personalized learning (i.e., learning experiences, instructional approaches, and academic-support strategies that are intended to address the distinct learning needs, interests, aspirations, and cultural backgrounds of individual students).</p> <p><i>Evidence, Notes, Comments</i></p>	<p>Virtual Learning Program instructional methods support personalized learning for all students and are being implemented with fidelity.</p>	<p>Virtual learning Program instructional methods support personalized learning for all students but are not being implemented with fidelity.</p>	<p>Virtual Learning Program instructional methods are being developed to support personalized learning for all students.</p>	<p>The Virtual Learning Program does not reflect instructional methods that support personalized learning for all students.</p>	

3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.

Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<p>Standard 3.1: The Virtual Learning Program has all the educational materials needed to be successful in a virtual learning environment.</p>	<p>Program has all the materials needed to be successful in a virtual environment, including hardware, software, internet, manipulatives, textbooks, etc. These materials are accessible to all essential stakeholders.</p>	<p>Program has all the materials needed to be successful in a virtual environment, including hardware, software, internet, manipulatives, textbooks, etc. These materials are accessible to most, but not all, essential stakeholders. Plans are developed to reach full accessibility for all essential stakeholders.</p>	<p>All materials needed to be successful in a virtual environment are in the process of being acquired. Plans to make these materials available to all essential stakeholders are being developed.</p>	<p>Materials needed to be successful in a virtual environment are being identified and acquired. No plan has been developed to make these materials available to all essential stakeholders.</p>	
<p><i>Evidence, Notes, Comments</i></p>					
<p>Standard 3.2: The Virtual Learning Program provides opportunities for training regarding program methodologies and the proper use of the learning management system.</p>	<p>Administrators, teachers, staff, students, parents, and other stakeholders have access to training regarding Virtual Learning Program methodologies and the proper use of the learning management system. All essential stakeholders are using the training consistently.</p>	<p>Administrators, teachers, staff, students, parents, and other stakeholders have access to training regarding Virtual Learning Program methodologies and the proper use of the learning management system. All essential stakeholders are using the training, but not consistently.</p>	<p>A plan is being developed to train stakeholders regarding Virtual Learning Program methodologies and the proper use of the learning management system.</p>	<p>The Virtual Learning Program has little to no evidence of access to training for stakeholders regarding program methodologies and the proper use of the learning management system.</p>	
<p><i>Evidence, Notes, Comments</i></p>					
<p>Standard 3.3: Staff and students have reliable access to resources and support for learning.</p>	<p>Staff and students have access with 90 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.</p>	<p>Staff and students have access with 80 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.</p>	<p>Staff and students have access with 50 percent or better reliability to support hardware, software, and human resources for the Virtual Learning Program.</p>	<p>Staff and students have access with less than 50 percent reliability to support hardware, software, and human resources for the Virtual Learning Program.</p>	
<p><i>Evidence, Notes, Comments</i></p>					
<p>Standard 3.4: The governance system (i.e., the distribution of power among levels of government and roles of various officials, administrators, teachers, parents, and students) provides stewardship and oversight of the Virtual Learning Program.</p>	<p>There is a governance system to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team have been developed. The governance system is enacted with consistency and fidelity.</p>	<p>There is a governance system to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team have been developed. The governance system is enacted but without consistency and fidelity.</p>	<p>There is a governance system being developed to ensure the success and sustainability of the Virtual Learning Program. The goals, objectives, and processes for this team are being developed.</p>	<p>There is no governance system to ensure the success and sustainability of the Virtual Learning Program.</p>	
<p><i>Evidence, Notes, Comments</i></p>					

3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.				
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)
<p>Standard 3.5: The governance system for the Virtual Learning Program has established an effective process for decision making and communication.</p> <p><i>Evidence, Notes, Comments</i></p>	The governance system has clear and well-understood processes for decision making and communication. The processes are implemented with consistency.	The governance system has clear and well-understood processes for decision making and communication. The processes are implemented but without consistency.	The governance system is developing or clarifying processes for decision making and/or communication.	The governance system has no clear processes for decision making and/or communication.
<p>Standard 3.6: The governance system for the Virtual Learning Program includes a process to approve and update policies related to virtual learning.</p> <p><i>Evidence, Notes, Comments</i></p>	A plan has been developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations. The implementation of this plan is consistent, and revisions are made as needed.	A plan has been developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations. The implementation of this plan is inconsistent.	A plan is being developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations.	There is no plan developed for the governance system to approve or update policies to ensure compliance with applicable laws, regulations, and requirements that facilitate efficient and effective operations.
<p>Standard 3.7: The governance system for the Virtual Learning Program addresses evaluation of instructional quality and program delivery using clear policies, measures, and procedures.</p> <p><i>Evidence, Notes, Comments</i></p>	The governance system has developed an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures. The evaluation plan is being implemented with consistency and fidelity. Feedback is used to guide program and instructional enhancements.	The governance system has developed an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures. The evaluation plan is being implemented but without consistency and fidelity.	The governance system is developing an evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures.	The governance system has no evaluation plan to ensure instructional quality and program delivery using clear policies, measures, and procedures.
<p>Standard 3.8: The Virtual Learning Program provides opportunities for educators to reflect on the implementation of the program, curriculum, instructional practices, and student results.</p> <p><i>Evidence, Notes, Comments</i></p>	A mechanism has been developed to enable educators to reflect on the implementation of the Virtual Learning Program, curriculum, instructional practices, and student results. The reflection process is effective and informs changes as needed.	A mechanism has been developed to enable educators to reflect on the implementation of the Virtual learning Program, curriculum, instructional practices, and student results. The reflection process requires enhancement (e.g., more frequency, more substance, greater participation).	A mechanism is being developed to enable educators to reflect on the implementation of the Virtual learning Program, curriculum, instructional practices, and student results.	A mechanism has not been developed to enable educators to reflect on the implementation of the Virtual learning Program, curriculum, instructional practices, and student results.
<p>Standard 3.9: The Virtual Learning Program has staffing and supervision plans that define and</p> <p><i>Evidence, Notes, Comments</i></p>	A plan has been developed to address staffing and supervision of the Virtual Learning Program. Staffing and supervision	A plan has been developed to address staffing and supervision of the Virtual Learning Program. There is no	A plan is being developed to address staffing and supervision of the Virtual Learning Program.	A plan has not been developed to address staffing and supervision of the Virtual Learning Program.

3. Capacity: This domain reflects both individual capacities (e.g., knowledge and skill sets) and systemic capacities (e.g., governing systems, financial resources, policies, materials, and infrastructure) that support those individuals as they ensure optimal program implementation.					
Standard	Fully Met (4)	Partially Met (3)	Developing (2)	Beginning (1)	Score
<p>delineate roles and responsibilities among leaders, faculty, staff, and other stakeholders.</p> <p><i>Evidence, Notes, Comments</i></p>	<p>are consistently reviewed, and inefficiencies are mitigated as needed.</p>	<p>process for reviewing inefficiencies in staffing/supervision and/or mitigating these on an ongoing basis.</p>			
<p>Standard 3.10: The Virtual Learning Program has monitoring and evaluation plans in place to ensure that all essential stakeholders have the knowledge and skills to participate in and implement the program with fidelity.</p> <p><i>Evidence, Notes, Comments</i></p>	<p>A plan has been developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed. The plan is being implemented with consistency and fidelity.</p>	<p>A plan has been developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed. The plan is being implemented but not with consistency and fidelity.</p>	<p>A plan is being developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed.</p>	<p>A plan has not been developed to assess and build the knowledge and skills of essential stakeholders in relation to their ability to participate in and implement the Virtual Learning Program as designed.</p>	
<p>Standard 3.11: The governing system for the Virtual Learning Program includes essential stakeholders.</p> <p><i>Evidence, Notes, Comments</i></p>	<p>A plan has been developed to form a governing system for the Virtual Learning Program that includes essential stakeholders. All essential stakeholders are represented.</p>	<p>A plan has been developed to form a governing system for the Virtual Learning Program that includes essential stakeholders. Outreach and recruitment is ongoing to form this governing system. Not all essential stakeholders are yet represented.</p>	<p>A plan is being developed to form a governing system for the Virtual Learning Program that includes essential stakeholders.</p>	<p>There is no governing system for the Virtual Learning Program that includes essential stakeholders.</p>	

APPENDIX F Gadsden County's Virtual Instruction Procedural Plan

Task	Timeframe	Evidence, Artifacts, and/or Documentation	Persons Responsible
Development of the Gadsden County School's Virtual Education Team (VET).	Late Summer/Early Fall (prior to implementation)	<ul style="list-style-type: none"> - Team rosters - Sign in Sheets - Agenda, notes, and minutes from meetings 	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Decision making regarding the option and/or framework to be used for Virtual Education for the upcoming school year. And, develop, collaboratively, a draft calendar for virtual instruction.	Late Summer/Early Fall (prior to implementation)	<ul style="list-style-type: none"> - Sign in sheets - Agendas, notes, and minutes from meetings - Calendar outlining enrollment dates as well as critical points within the year such as completion dates and deadlines for submitting grades to the district office 	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Launch the content review/vetting process for prospective Virtual Instruction Providers for the next school. Potential vendors will be selected from the FDOE's list of approved providers.	January-March proceeding the academic year of implementation Contracts must include: student-teacher ratios; data quality requirements; minimum required security controls, and provider compliance with contract terms or quality of instruction.	<ul style="list-style-type: none"> - Team rosters - Agendas, notes, and minutes from meetings - Rubrics and other paperwork associated with analyzing the curricula and quality of service 	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.
Selection of program(s), acquisition of quotes and/or cost analyses, and drafting of contract(s).	March-May	<ul style="list-style-type: none"> - Cost Analyses - Budgets - Quotes - Contracts 	The Director of Media and a designee from the Deputy Superintendent's Office.
Submission of contract to the School Board for approval.	June of the summer prior to the year of implementation	<ul style="list-style-type: none"> - School Board approval (notes/minutes) 	Designee from the Deputy Superintendent's Office.
Development of advertisement in various formats and/or mediums to notify parents, families, and the community of the option of virtual education and open enrollment periods for Virtual Education.		<ul style="list-style-type: none"> - Gadsden County's Virtual Education Portal (web-based) - Post cards distributed to all students registered in GCPS (preK-12) - Flyers and postings to be displayed in every school's office and guidance department 	Media and Technology
Distribution of media both digital and print notifying parents, families, and community members of the Virtual School options and advising them of the open enrollment periods.	No later than March 1 st for Summer Open Enrollment No later than May 1 st for Fall Open Enrollment No later than October 1 st for Spring Open Enrollment	<ul style="list-style-type: none"> - Gadsden County's Virtual Education Portal (web-based) - Instant messages (via Lan, mobile, and email) through use of the district's home-to-school communication tool - Postal Receipts - Mailing Lists 	Media and Technology; site-based administrators and guidance counselors; designee from Deputy Superintendent's Office NOTE: Skylert notification must be 90 days before the open enrollment date and must include the enrollment dates.

Task	Timeframe	Evidence, Artifacts, and/or Documentation	Persons Responsible
Initiate the enrollment process.	<p>(per F.S. 1004.25(1)(b) – 90 days before open enrollment dates)</p> <p>Varies based on enrollment period(s) – but it will be 90+ days ending 30 days prior to the first day of the school year (per Section 1002.45 F.S.)</p>	<ul style="list-style-type: none"> - Flyers and postings to be displayed in every school's office and guidance department - Enrollment documents - Course schedule 	Site-based guidance counselors and administrators for curriculum
Verify students' receipt of instructional materials, tools and equipment, including internet access.	Varies based on enrollment period. However, all verifications will be completed prior to the commencement of the first day of the course(s).	<ul style="list-style-type: none"> - Verification records from the VIP 	Designee from Deputy Superintendent's Office
Attendance Audits	Every 9 weeks	<ul style="list-style-type: none"> - Attendance records - Early Warning Systems (EWS) data 	Designee from Deputy Superintendent's Office Curriculum and Instruction
Program Evaluation	<p>Ongoing</p> <p>A comprehensive summative analysis will take place at the close of each academic year.</p>	<ul style="list-style-type: none"> - Sign in sheets - Agendas, minutes, notes, etc. - Evaluation analyses paperwork (See Appendix D) 	The district's Virtual Education Team (VET), which will be comprised of all critical stakeholders with a vested interest in on-line education (Finance, lead counselors, site level administrators, etc.) The Director for Media & Technology along with a designee from the Deputy Superintendent's Office will serve as co-chairs of the committee and be accountable for the implementation of the review process.

APPENDIX G
Gadsden County Public Schools Virtual Instruction Program
Acknowledgement/Verification of Materials Received

Parent/Guardian's Name	
Street Address	
City, State, and Zip Code	
Telephone Number	
Email Address	

I _____ (*Print Name-Parent/Guardian*), hereby acknowledge that I received all of the materials listed on the attached page and further acknowledge that the merchandise has been inspected and is without defect.

Virtual Providers Name (*Print*) _____

Parent/Guardian's Signature: _____

Student Name: _____

Date: _____

Important Note: Please submit this document and copies of the packing slips to the Gadsden County School Board within ten (10) business days of delivery of the materials and resources. Thank you in advance for your cooperation and assistance.

Ensure you have included the following documents:

- Packing Documents
- Acknowledgement/Verification Form Fully Completed

Please send the above documents via:

Postal Mail:

Gadsden County School Board
 Attention: Carolyn Francis
 35 Martin Luther King Jr. Blvd.
 Quincy, FL 32351

Fax:
 (850) 627-3530

Or, email:
franciscc@gcpsmail.com

APPENDIX H

AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS

FUEL/K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers *may* also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

Edgenuity commits to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 30 students for grades K-5, one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.

PAEC maintains the student teacher ratio average of all instructors for K-12 at 30:1 with no single teacher classroom exceeding 150 active students at any one time..

Data Quality Requirements/Reporting:

The Gadsden school district will monitor compliance with data requirements at the end of each semester. The dates are as follows:

First Semester Ends: December 17, 2021

Second Semester Ends: June 07, 2022

Minimum Required Security Controls:

Virtual Instructional Provider will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records. All providers has secured clearinghouses that is password protected and allows the VIP district Liaison to retrieve confidential information anytime needed.

Provider compliance with contract terms or quality of instruction:

A VIP district Liaison acts for the district in all matters pertaining to their contract, including but not limited to monitoring compliance with contract terms and quality of virtual instruction pursuant to State and Client policy, and to accept and approve all deliverables and invoices.

Accepts standard publications of the Virtual Instructional Provider for all compliance and documentation purposes (i.e., **program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes**). *The following are links to VIP Provider's Disclosure Website:*

Florida Virtual School (<https://www.flvs.net/>)

K-12 Fuel Education (<http://www.k12.com/>)

PAEC FLVS Franchise (<http://my.paec.org/>)

Edgenuity (www.edgenuity.com)

IN WITNESS WHEREOF, the Gadsden County School Board have APPROVED the 2021 – 2022 Gadsden County Public Schools Virtual Instruction Program (VIP) Guidelines and Procedures Manuel as of the last written date below.

Date: _____

Mr. Elijah Key, Jr.

Superintendent of Schools

Date: _____

Mr. Leroy McMillan

School Board Chair

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7m

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEMS: 2021-2022 Florida School Board Insurance Trust – Comprehensive Insurance Coverage

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the 2021-2022 Florida School Board Insurance Trust (FSBIT) renewal for comprehensive insurance coverages including but not limited to liability, property, workers compensation, vehicle liability and vehicle physical damage.

Also included is the agreement between FSBIT and Willis Towers Watson who serves as the agent for FSBIT. In addition, a copy of the prior year's (2019-2020) premiums from Florida Municipal Insurance Trust is attached for comparison.

FUND SOURCE: General Fund

AMOUNT: \$1,118,580

PREPARED BY: Bonnie Wood

POSITION: Finance Director

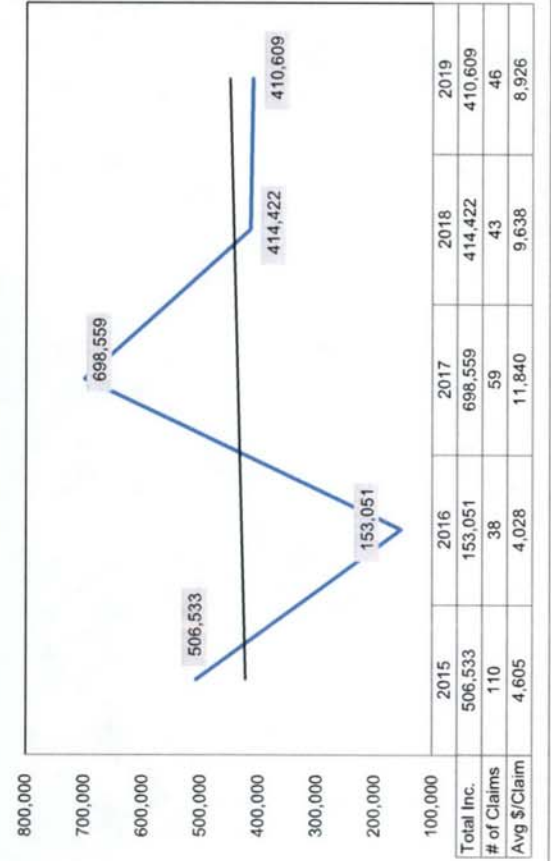


FSBIT 2021-22 RENEWAL
Gadsden

Line of Coverage	2020-21 Premium (80% Loss Fund)	2021-22 Premium	\$ of Change
Casualty Loss Fund at 75%	\$ 511,764	\$ 474,905	\$ (36,859)
Casualty Reinsurance Premium	\$ 44,856	\$ 47,138	\$ 2,283
Special Contingency Risk (SCR)	\$ 2,006	\$ 1,904	\$ (102)
Excess Workers Comp Premium	\$ 28,255	\$ 27,792	\$ (463)
Excess WC Guaranty Fund 1% Fee	\$ 283	\$ -	\$ (283)
FSBIT Fees	\$ 115,000	\$ 96,297	\$ (18,703)
Willis Re Pooling Fees	\$ 40,000	\$ 24,793	\$ (15,207)
Property Premium	\$ 461,108	\$ 411,839	\$ (49,269)
Property Loss Fund	\$ 23,430	\$ 26,366	\$ 2,936
Terrorism (Prop/Liab)	\$ 1,336	\$ 1,502	\$ 167
Boiler and Machinery Premium	\$ 3,771	\$ 4,156	\$ 385
Crime Premium	\$ 1,620	\$ 567	\$ (1,053)
Pollution 3 yr Premium (Paid by member in 3 annual installments)	\$ 2,811	\$ 1,319	\$ (1,492)
Cyber Liability Premium	\$ 2,328	\$ -	\$ (2,328)
Cat Student Accident (Optional)	\$ -	\$ -	\$ -
TOTAL	\$ 1,238,567	\$ 1,118,580	\$ (119,988)
Surplus Distribution Credit			
GRAND TOTAL	\$ 1,238,567	\$ 1,118,580	\$ (119,988)
Excess Liability Additional Limits (1Mxs1M) (Optional)	\$ 7,050	\$ 7,380	\$ 330
Excess Liability Additional Limits (2Mxs1M) (Optional)	\$ 9,050	\$ 9,880	\$ 830
Excess Liability Additional Limits (3Mxs1M) (Optional)	\$ 11,050	\$ 12,380	\$ 1,330
Excess Liability Additional Limits (4Mxs1M) (Optional)	\$ 13,050	\$ 14,880	\$ 1,830

Member Exposure Comparison	2020-21 Exposure and Loss Information	2021-22 Exposure and Loss Information	% of Change
Property Exposure Comparison			
Total Insurance Values	187,438,965	210,926,966	12.53%
Casualty Exposure Comparison			
Average Daily Attendance	4,302	4,186	-2.69%
Auto Count	116	98	-15.52%
Total Payroll	31,818,835	29,503,613	-7.28%
Casualty Loss Comparison			
Claims limited (\$100,000 Casualty / \$300,000 WC) valued as of 12/31/2020	2,173,648	2,183,174	0.44%

Gadsden
2021 Renewal - Casualty and Workers' Compensation Claims



Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

1. General Terms and Conditions

- 1.1. **Fees and Expenses.** Unless otherwise agreed, we will submit invoices for the services provided and expenses incurred on a monthly basis. Invoices will be paid within 30 days of receipt. In the event that invoices are not paid within that time, we will be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.

- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "**Recipient**") will protect all confidential information which the other party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order,

regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service

Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.

- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and

Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.

1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**

1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.

1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

- 1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.
- 1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.
- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.

- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.
- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration

or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.

- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.
- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)

- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market services, provides a wide range of services direct to certain insurers that place business for FINEX Global clients. A separate

fee is paid to FINMAR Market services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.
- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:
 - 4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;
 - 4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;
 - 4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;
 - 4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.



FLORIDA MUNICIPAL INSURANCE TRUST

**Florida Municipal Insurance Trust
Final Audit for the 19/20 Fund Year**

FMIT # 0857

Invoice Date: 1/26/2021

Due Date: 2/26/2021

ATTN: Bonnie Wood
The School Board of Gadsden County
35 Martin Luther King Jr. Boulevard
Quincy, FL 32351

Please make check payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, FL 32302-1757

Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$482,414.00	\$61,334.00	\$19,507.00	\$396,831.00	\$344,961.00	\$1,305,047.00
Incentive Credit	(\$72,334.00)	\$0.00	\$0.00	\$0.00	(\$60,537.00)	(\$132,871.00)
Service Fee	\$24,605.00	\$3,680.00	\$1,170.00	\$23,810.00	\$17,065.00	\$70,330.00
Total Net Premium	\$434,685.00	\$65,014.00	\$20,677.00	\$420,641.00	\$301,489.00	\$1,242,506.00

Payment History

Payment Received On 9/27/2019	(\$325,827.50)
Payment Received On 12/27/2019	(\$326,286.83)
Payment Received On 3/30/2020	(\$326,286.83)
Payment Received On 6/16/2020	(\$326,286.83)
Total Balance Forward	(\$1,304,687.99)

Final Audit Installment Due or Refund

Balance To Be Refunded	(\$62,181.99)
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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Metal Framing, Sheetrock and Acoustical Ceiling Tile
Services - Continuing Services

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement for the 2021-2022 fiscal year with Specialty Contractors of North Florida, Inc. for district wide services for metal framing, sheetrock and acoustical ceiling tile. This is for continuing services that were awarded with RFQ 1819-103. The 2021-2022 fiscal year is the final year for this bid award so it cannot be extended beyond that year

FUND SOURCE: 110

AMOUNT: \$38.00 hourly labor rate, 15% markup for materials and 10%
markup for equipment rentals

PREPARED BY: William Hunter 

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: _____

DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY



Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities
805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
Email: hunterw@gcpsmail.com

May 14, 2021


Mr. Jeff Jernigan
Specialty Contractors of North Florida, Inc.
444 FAMU Way
Tallahassee, FL 32301

Dear Mr. Jernigan,

In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 1819-103 Continuing Contract for Metal Framing, Sheetrock and Acoustical Ceiling Tile Services*. We would like to extend this agreement, pending School Board approval, through the 2021-2022 fiscal year providing the same service and cost as noted in the original agreement (see attached Price Sheet dated 1/16/19). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Friday, June 4, 2021. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1819-103 with Price Sheet dated 1/16/19) starting July 1, 2021 through June 30, 2022.

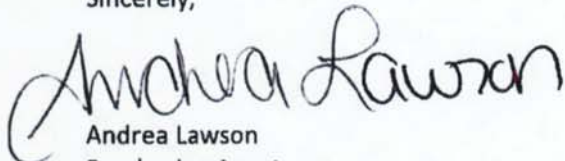
I do not wish to extend this agreement for the 2021-2022 fiscal year.


Signature

18 - May - 21
Date

We anticipate this extension request being placed on the agenda for the June 2021 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,


Andrea Lawson
Purchasing Agent

AL/aeo

Cathy S. Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32530

Charlie D. Frost
DISTRICT NO. 4
GRETN, FL 32332
QUINCY, FL 32352

Karema D. Dudley
DISTRICT NO. 5
QUINCY, FL 32351

PROPOSAL PRICE SHEET

(TO BE COPIED BY THE BIDDER ON THEIR OWN LETTERHEAD AND SUBMITTED IN
DUPLICATE)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: Specialty Contractors
444 FAMU Way
Tallahassee, FL 32301

Vendor ID YS16240000

PROJECT: Continuing Service Agreement for Metal Framing, Sheetrock and Acoustical Ceilings

Gentlemen:

I have received the Request for Proposal numbered " 1819-103 " and dated 01/17/2019 as prepared by Gadsden County Schools. I have also received the following Addenda numbers _____, _____, _____, _____, _____, and have included their provisions in my proposal. After examination of all the Bid Documents, addenda and questions, I'm satisfied with the terms and submit the following hourly rates (NOTE: overhead and profit should be included in hourly rates below. Add cost lines as needed if not included):

Leadman	\$ <u>INCLUDED IN BELOW RATES</u>
Framer	\$ <u>38.00/HR</u>
Sheetrock Hanger	\$ <u>38.00/HR</u>
Sheetrock Finisher	\$ <u>38.00/HR</u>
ACT Installer	\$ <u>38.00/HR</u>
Door & Hardware Installer	\$ <u>38.00/HR</u>
Laborer	\$ <u>N/A</u>
Material Markup	<u>15%</u> %
Equipment rental Markup	<u>10%</u> %

By submitting this proposal, I agree:

1. To the terms and conditions as specified in the above referenced Request for Proposal.
2. I acknowledge that by returning the executed letter of acceptance, all Proposal Documents become a binding agreement.
3. That issued Purchase Orders are supplemental to the Agreement and do not supersede or modify its content in any way.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the GADSDEN COUNTY SCHOOL BOARD, their employees and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 16 day of Jan, A.D., 2019.

WALTER H. CLARK, PRES (SEAL)

Walter H. Clark
Authorizing Signature

Jan 16, 2019
Date

SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Architectural and Professional Services-Continuing
Services Contract

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement for the 2021-2022 fiscal year with Clemons, Rutherford & Associates, Inc. for the following:

- (1) Minor projects as allowed by F.S. 287.055 where construction cost of each individual project does not exceed two-million-dollars (\$2,000,000.00).
- (2) For scopes of service where there are no construction cost, including but not limited to, master planning, studies and evaluations that do not exceed two-hundred-thousand dollars (\$200,000.00)

This is for continuing services that were awarded with RFQ 1617:10.

FUND SOURCE: determined on a project by project basis

AMOUNT: determined on a project by project basis

PREPARED BY: William Hunter 

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: _____

DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY



Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities
805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
Email: hunterw@gcpsmail.com

May 14, 2021

Mr. William D. Rutherford, President
Clemons, Rutherford and Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308

Dear Mr. Rutherford,

In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 1617:10 Continuing Contract for Professional Services*. We would like to extend this agreement, pending School Board approval, through the 2021-2022 fiscal year providing the same service and cost as noted in the original agreement (see attached). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Friday, June 4, 2021. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:10) starting July 1, 2021 through June 30, 2022.

I do not wish to extend this agreement for the 2021-2022 fiscal year.

Signature

Date

We anticipate this extension request being placed on the agenda for the June 2021 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,

Andrea Lawson
Purchasing Agent

AL/aeo

Cathy S. Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETN, FL 32332
QUINCY, FL 32351

Karema D. Dudley
DISTRICT NO. 5
QUINCY, FL 32351



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of October in the year Two-Thousand-Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Gadsden County Schools
35 Martin Luther King Blvd.
Quincy, FL 32351

and the Architect:
(Name, legal status, address and other information)

Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308
Telephone Number: 850-385-6153
Fax Number: 850-386-8420

for the following Project:
(Name, location and detailed description)

Gadsden County Schools Minor Projects

Minor Projects as allowed by F. S. 287.055
Where construction cost of each individual project does not exceed two-million-dollars (\$2,000,000.00) and for services where there is no construction cost, including but not limited to: Master Planning, Studies, and Evaluations, Services for Each Individual Scope does not exceed two-hundred-thousand-dollars (\$200,000.00).

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 8 CLAIMS AND DISPUTES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| See Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

| To be determined at a later date by Project Specific Task Order.

- .2 Substantial Completion date:

| To be determined at a later date by Project Specific Task Order.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence:	\$1,000,000.00
General Aggregate:	\$2,000,000.00

.2 Automobile Liability

Each Accident:	\$1,000,000.00
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.3 Workers' Compensation

Each Accident:	\$ 500,000.00
----------------	---------------

.4 Professional Liability

Each Claim:	\$3,000,000.00
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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall not withhold approval without justifiable cause.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and with the Owner's approval, shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) TO BE DETERMINED BY SPECIFIC TASK ORDER.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		

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§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

TO BE DETERMINED BY SPECIFIC TASK ORDER.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1
(Paragraphs deleted)
Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .2 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .3 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 Monthly visits to the site by the Architect over the duration of each Project during construction
- .3 One (1) inspection of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection of the Work to determine final completion

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 7 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For Projects with cost of the work estimated over \$100,000, basis for fee shall be the State of Florida DMS Fee Curve. For all other Scope, Fee Shall be hourly unless negotiated otherwise in Specific Task Order.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

For Architects own forces: Hourly, unless negotiated otherwise.
Architects, Consultants For: Cost to CRA plus 10%, unless negotiated otherwise.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

For Architects own forces: Hourly, unless negotiated otherwise.
Architects, Consultants For: Cost to CRA plus 10%, unless negotiated otherwise.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)

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Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B"

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

init.

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16

7 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Parties to this agreement acknowledge and agree that this agreement may be used by CRA with other School Districts, Counties, Cities, and Other Public Entities to procure like services. This process is typically referred to as "Piggybacking".

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraph deleted)

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" Initial Information
Exhibit "B" Hourly Rates

This Agreement entered into as of the day and year first written above.

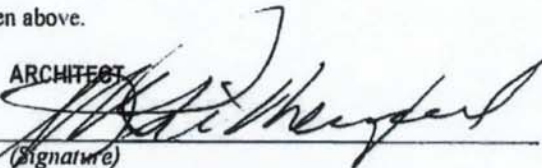
OWNER



(Signature)

(Printed name and title)

ARCHITECT



(Signature)

William D. Rutherford, President

(Printed name and title)

Init.

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AIA[®] Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

| Gadsden County Schools Minor Projects

THE OWNER:
(Name, legal status and address)

| Gadsden County School Board
35 Martin Luther King, Jr. Boulevard
Quincy, Florida 32351

THE ARCHITECT:
(Name, legal status and address)

| Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

| To be determined by Project Specific Task Orders.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

| To be determined by Project Specific Task Orders.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

| To be determined by Project Specific Task Orders.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

| To be determined by Project Specific Task Orders.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(Identify method such as competitive bid, negotiated contract, or construction management.)

| To be determined by mutual agreement.

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| Not Applicable

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address and other information.)

| Bill Hunter
Director of Facilities
Gadsden County Schools
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

| Not Applicable

§ A.2.3 The Owner will retain the following consultants and contractors:

(List discipline and, if known, identify them by name and address.)

| Not Applicable

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

| Greg Kelley
Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308
Telephone Number: 850.385.6153
Fax Number: 850.386.8420

| Email Address: gkelley@craarchitects.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

| Johnson Associates Engineering
200 Grove Park Lane #820
Dothan, AL 36305
334-671-4783

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CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, Florida 32308

p: 850-385-6153 | f: 850-386-8420 | www.craarchitects.com

EXHIBIT 'B'

2016 HOURLY RATES

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge.....	\$160.00
Project Manager/Architect	145.00
Project Designer	128.00
Project Interior Designer	123.00
Construction Administrator	120.00
Plans Review and Inspection.....	120.00
Estimator	115.00
Specification Writer	100.00
BIM / 3D Drafting:.....	90.00
Drafting: Senior	80.00
Junior	60.00
Clerical/Support Services.....	60.00

Rates are reviewed and adjusted on an annual basis in January of each year.

.2 Mechanical Engineer

Pinnacle Engineering Group
3303 Thomasville Rd., Suite 102
Tallahassee, FL 32308
850-422-1763

.3 Electrical Engineer

Pinnacle Engineering Group
3303 Thomasville Rd., Suite 102
Tallahassee, FL 32308
850-422-1763

§ A.2.5.2 Consultants retained under Additional Services:

Civil Engineer, Geo-Technical, Surveyor, and as listed per Task Order.

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Not Applicable.

Init.

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Contract for Continuing Services for Roofing and Roofing Repairs


DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested to extend the agreement for district-wide services for roofing and roofing repairs for the 2021-2022 fiscal year with the vendor Southland Rowe Roofing, Inc. This agreement for continuing services was awarded as RFQ No. 2019-0001.

FUND SOURCE: General Fund and Capital Projects Fund

AMOUNT: varies by project

PREPARED BY: William Hunter 

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: _____

DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY



Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities
805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
Email: hunterw@gcpsmail.com

May 14, 2021

Mr. Ruben R. Rowe, III. President
Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Dear Mr. Rowe,

In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 2019-0001 Continuing Services for Roofing and Roofing Repairs*. We would like to extend this agreement, pending School Board approval, through the 2021-2022 fiscal year providing the same service and cost as noted in the original agreement (see attached Agreement dated 11/22/19). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Friday, June 4, 2021. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 2019-0001 with Agreement dated 11/22/19) starting July 1, 2021 through June 30, 2022.

I do not wish to extend this agreement for the 2021-2022 fiscal year.

Signature

05/18/2021

Date

We anticipate this extension request being placed on the agenda for the June 2021 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,

Andrea Lawson
Purchasing Agent

AL/aeo

Cathy S. Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTahooCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Karema D. Dudley
DISTRICT NO. 5
QUINCY, FL 32351

**AGREEMENT
FOR
CONTINUING SERVICES FOR ROOFING AND ROOFING REPAIRS**

THIS AGREEMENT, effective this 22 day of November, 20 19 by and between the GADSDEN COUNTY SCHOOL BOARD (hereinafter referred to as the "Owner"), and SOUTHLAND ROWE ROOFING, INC. (hereinafter referred to as the "Contractor"). From RFQ 2019-0001

WITNESSETH

WHEREAS, the Owner wishes to employ the services of the Contractor to provide continuing roofing services; and

WHEREAS, the Owner has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Owner; and

WHEREAS, any differences that may exist between the Agreement and RFQ, the more stringent or of greater value to the district shall take precedence, and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree:

**SECTION 1
Services to be provided by the Contractor**

The Contractor hereby agrees to perform general roofing services, including, but not limited to, replacement and/or repairs of bituminous, single-ply or metal panel roofing systems, metal decks, non-structural light weight concrete decks, roof deck insulation, flashings, copings, equipment curbs, termination points, expansion joints, roof drains and flashing, and associated roofing accessories, metal flashing or other roofing systems and components and other work normally associated with roofing, as well as waterproofing, skylight, and other moisture proofing repairs for structures and other work normally associated with roofing for the Owner, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Owner is not obligated to obtain such services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$200,000, or such other amount below that sum as may be established by the Owner, and for which the Owner elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, the contractor may also be utilized for projects for which roofing costs exceed \$200,000.

Page 1 of 6



Projects shall be approved based on written proposal which shall include by reference the RFP number that is referenced by this Contract Document attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Owner is not obligated to utilize the services of the Contractor for any particular project within the District, and the Owner is entitled to seek competitive bids or proposals through open advertisement for any work. Additionally, nothing herein is intended to prohibit the Contractor from submitting bids or proposals on any projects for which the Owner seeks competitive bids or proposals through open advertisement.

**SECTION 2
Compensation for Services**

Compensation for services provided under this agreement shall be as established in the proposal price sheet that was included in the RFP response. Any changes from the accepted pricing must be written and agreed to by both parties.

**SECTION 3
Notices**

All notices required to be given by the Owner to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Mr. Ruben Rowe, III
Southland Rowe Roofing, Inc.
1843 Commerce Blvd.
Midway, FL 32343

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. William Hunter
Director of Facilities
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

**SECTION 4
Term**

The term of this Agreement shall be for a period of one (1) year from the *date* first written above. The Owner, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

SECTION 5
Performance and Payment Bonds

If required, a Performance Bond and a Payment Bond for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

- a. **Qualification - Management and Strength:** For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
- b. **Bonding Limit – Any one risk:** The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

SECTION 6
Insurance

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Owner's Statement of Agent or Broker shall accompany each Certificate of insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability: Maximum deductible or self-insured retention:	\$5,000,000 \$10,000
Automobile Liability: Maximum deductible or self-insured retention:	\$5,000,000 \$10,000
Workers Compensation and Employer's Liability:	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee

SECTION 7
Termination

The Owner may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Owner shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Owner such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Owner, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Owner. The Contractor shall be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Owner. There is no entitlement to anticipatory profits, unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Owner.

The Owner may also terminate the Agreement for cause if it determines that the Contractor has:

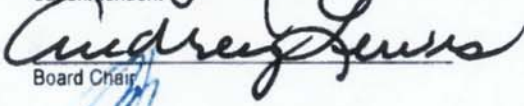
- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as *may* be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,
- 4) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 5) made an assignment for the benefit of creditors,
- 6) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 7) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 8) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 9) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Owner. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the In the following paragraph,
- 10) otherwise breached a material term of this Agreement.

When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Owner (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Owner), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Owner may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

(Notary Seal)

GADSDEN COUNTY SCHOOL BOARD


Superintendent


Board Chair
SOUTHLAND ROWE ROOFING, INC


Authorizing agent


Title

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me or who has
produced _____ as identification.



EXHIBIT "A"

Gadsden County School Board

Request for Proposals (RFP)

Continuing Services for Roofing and Roofing Repairs



"Putting Children First"
Roger P. Milton
Superintendent

District Wide, Gadsden County Florida

Date Issued: 9/13/2019

Date Due: 10/9/2019

RFQ Number: 2019-0001

GCS's Purchasing Department Attn: Bonnie Wood

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: woodb@gcpsmail.com

ADVERTISEMENT

**The Gadsden County School Board
Is seeking Proposals**

**for a continuing services contract for Minor Roofing and Roofing Repairs.
These services shall be District wide requested on an as needed basis.**

The School Board of Gadsden County, Quincy Florida, invites qualified Roofing Contractors to submit Sealed proposals for the above referenced services with the intent of securing a continuing services contract.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities
4. Adequately staffed to meet District needs
5. Properly licensed and insured
6. Financially stable
7. Ability to diagnose and repair a wide variety of roofing systems that include but are not limited to, buildup, asphalt shingles, modified bitumen, metal.

An RFP package may be downloaded off the Gadsden County Schools' web site, www.gcps.k12.fl.us. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive.

There will be no mandatory pre-submission conference or site visit for this RFP. Roofing Contractors wishing to tour district sites may do so by scheduling visits through the Facilities Department. E-mail Bill Hunter; hunterw@gcpsmail.com.

Proposals shall be delivered to the Gadsden County School's purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building or a PDF version e-mailed to woodb@gcpsmail.com by **1:45 pm**, on **10/9/2019**. Proposal will be opened on **10/9/2019** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP.

Please direct all questions to: The Purchasing Department of Gadsden County Schools
Attn: Bonnie Wood, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351
Office: **(850) 627-9651** ext. 1222, E-mail: woodb@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>9/13/2019</u>	<u>6:00 pm</u>
Last day for written inquiries	<u>9/20/2019</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>9/23/2019</u>	<u>5:00 pm</u>
Proposal due date	<u>10/9/2019</u>	<u>1:45 pm</u>
Proposal opening	<u>10/9/2019</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>10/9/2019</u>	<u>3:00 pm</u>
Anticipated recommendations to the Board	<u>10/22/2019</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS**PART 1 – GENERAL CONDITIONS**

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through Gadsden County School's (GCS's) Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this Request, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts.
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
- A. If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
- B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your existing number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to proposers that are not registered.
- A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
- A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- B. Purchases \$15,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
- A. All proposers will check in with the Facilities Office before arriving at any of GCS sites.

- B Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C **Contact, communication, videotaping, or photographs of students or staff is strictly prohibited.**
 - D Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E District personnel are not authorized to interpret, clarify, or modify the Request in any way.
 - 1 All interpretations, clarifications, or modifications shall be by means of an addendum issued from GCS's purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A Examined all Documents thoroughly.
 - B Visited the site(s) to familiarize themselves with local conditions that may affect cost, progress, or performance in providing the services.
 - C Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the request shall be submitted only through GCS's Purchasing Office who will log and forward for written clarifications.
- A All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS's Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments:** The Owner reserves the right to revise or amend the Request prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of Proposals may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 **Insurance:** Insurance is required for all projects with the District.
- A. Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
- 1 **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
 - a All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
 - 2 **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a The Owner shall be exempt from and in no way liable for any sums of money which may ~~represent~~ a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
- 1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

- 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the Gadsden County School Board to contract with your company. By responding to this Invitation to Bid, you agree to abide by all Gadsden County School Board policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of

the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**

- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their Proposal.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the

contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.

1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212 08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** Proposal's must contains an original manual signature of an authorized representative. Failure to properly sign the Proposal may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the Proposal.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete, signed Proposal. If submitting by e-mail, the proposal must be in PDF formatting, locked, complete and signed.
- 1.28 **Preparation Costs:** GCS shall not be liable for any expenses incurred in connection with the preparation of a response to this Request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this Proposal and the resulting contract. No outside terms and conditions will be considered unless approved by GCS.

- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each Proposal as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.qcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or Modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon acceptance of properly documented invoice.
- 1.43 **Indemnification.** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.
- The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

PART 2 – REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (2 point)** The cover page shall identify
1. Company Name
 2. Due date and time
 3. RFP number
 4. The Owner's name, Gadsden County School Board

- B. **Tab 1 – Letter of Transmittal: (10 points)** Provide the Firms name, Principal's name, business address and phone number. Give a brief description of services being requested (this demonstrates to the owner the intent of the Request is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.
- C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.
1. Each project description shall include:
 - a. Identify firm's team that worked on the project and at what capacity
 - b. Include name of project owner with contact information that shall include address of project, contact name, phone number and e-mail address.
 - c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
 - d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.
- D. **Tab 3 – License: (25 points) Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each key person of the GCPS team. It shall be required the at least one principal officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.
- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (10 point)** Indicate whether the firm has been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.
- F. **Tab 5 – Insurance: (5 points)** Provide a copy of all current certificates of insurance.
- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.
- H. **Tab 7 – Bonding: (10 points)** Provide a letter of intent from a surety company acknowledging the maximum amount the firm may be bonded for.
- I. **Tab 8 – Addendum to Bid: (5 points)** Print and sign all addenda.
- J. **Tab 9 – Mandatory Forms: (3 points)** Include a signed copy of each.

1. "List of Sub-Contractors",
 2. "Drug Free work place",
 3. "Public Entity Crimes Form",
 4. "Minority and Woman Owned Businesses Form",
 5. "Debarment Certification Form",
 6. "Conflict of Interest Form",
 7. "Vendor Registration form with a W-9".
- 2.2 Once all copies of the proposals are bound and ready to submit, (stapling is acceptable for smaller RFPs) they should be inserted into an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the container. A label has been provided herein to assist with proper identification.

PART 3 – CONTRACTOR REQUIREMENTS

- 3.1 Neither the RFP nor Letter of Agreement are a guarantee of work from GCS. No work should commence without the issuance of a PO.
- A. **Exception:** Emergency repairs can be authorized by the district without a PO. The contractor should confirm receipt of e-mail from the Director of Facilities authorizing them to proceed in such case. In these cases, payment will be made from the invoice.
- 3.2 **Labor:** Labor shall be billed to the District based on the hourly rates submitted on the bid price sheet of the Proposal. The hourly rate shall include full compensation for labor, equipment operators, travel time, and any other costs (including overhead and profit). The rate is straight time for all labor except as otherwise noted herein.
- A. When requested and approved by the owner, overtime pay shall be permitted. In those cases, where the contractor's employee works in excess of forty hours and on official holidays, then the District will authorize payment of one and a half times the agreed upon labor rate.
- 3.3 **Subcontractors:** If the Contractor subcontracts any portion of a project for any reason, he must state the name and address of the subcontractor and the name of their contact person on the estimate.
- A. Subcontractors may only be utilized with prior approval from GCS' Director of Facilities.
- B. GCS reserves the right to reject any proposal that names a subcontractor who has previously failed to deliver on time, contracts of similar nature, or who is not in a position to properly perform this award.
- C. The contractor is encouraged to utilize MBE certified subcontractors when possible.
- 3.4 **Materials and Equipment:** The District shall pay only fair market prices for materials. The Contractor shall be reimbursed at invoice cost. A markup shall be paid on material

invoices only. **Markup shall not exceed 20%**. A copy of the material receipt is to be provided with each invoice.

A. The awarded contractor will be expected to familiarize themselves with roofing systems utilized throughout the district and either stock common materials or have an agreement with a local supplier to stock materials for same day delivery.

3.5 **Equipment Rental:** Equipment Rentals will be billed to the district at cost plus markup. **Markup shall not exceed 20%**. A copy of the rental receipt is to be provided with each invoice.

3.6 **Scope of Work:** When called upon, the awarded Contractor shall evaluate and estimate work requested by the owner. The contractor shall then provide the owner a written proposal referencing the continuing services number that will be issued in the letter of acceptance. Once a purchase order is issued, the contractor shall work with the Director of Facilities on approved projects between \$0 to \$200,000,

A. It is the districts intent to obtain Contracting services from a Florida Licensed Roofing Contractor which has the capability and capacity to perform services such as installation, maintenance, and repairs, for a wide variety of roofing systems as requested on an as needed basis.

3.7 **Emergencies:** All roof leaks are critical but when one affects primary functions or creates an uninhabitable environment it's considered and emergency. When required, temporary measures must be initiated to prevent further intrusion until a permanent solution can be done.

A. The Director of Facilities will identify emergencies and report them to the contractor as such.

3.8 **Hurricanes:** The awarded contractor must be adequately staffed and equipped to be able to man one or more sites for post storm roof repairs and cleanup within 3 days of the event. As specified in section 3.4, temporary roofing material must be on hand prior to the event.

3.9 **Emergency Response Time:** The awarded Contractor shall guarantee emergency response time of four (4) hours. (With exception to hurricanes).

A. Response time is calculated from the first call placed until a representative of the Contractor arrivals on site.

B. Response time may be waived by the Director of Facilities.

3.10 **Term:** The Continuing Services agreement shall be for one year with the option to renew a year at a time for a maximum of three years.

PART 4 – EVALUATION PROCESS

4.1 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. GCS' Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the Director of Facilities.
 - 1 Proposals not meeting mandatory requirements shall not be distributed to the Director for consideration.
- B. The review committee will evaluate and rank all compliant proposals to determine which best meets evaluation criteria based on District needs.



PROPOSAL PRICE SHEET

TO: Gadsden County School Board
 35 Martin Luther King Blvd.
 Quincy, FL 32351

FROM: Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Vendor ID _____

PROJECT: Continuing Service Agreement for Roofing and Roof Repairs

Gentlemen:

I have received the Request for Proposal numbered "2019-0001" and dated 09/13/2019 as prepared by Gadsden County Schools. I have also received the following Addenda numbers _____ and have included their provisions in my proposal.

After examination of all the Bid Documents, addenda and questions, I'm satisfied with the terms and submit the following hourly rate(s): If more than one rate applies, please include a description of position.

<u>General Roof Labor</u>	<u>\$45.00</u>
<u>Roof Mechanic</u>	<u>\$65.00</u>
<u>Project Foreman</u>	<u>\$75.00</u>
<u>Project Superintendent</u>	<u>\$85.00</u>
<u>Project Manager</u>	<u>\$125.00</u>
<u>Project Executive</u>	<u>\$175.00</u>

By submitting this proposal, I agree:

- 1 To the terms and conditions as specified in the above referenced Request for Proposal.
- 2 I acknowledge that by returning the executed letter of acceptance, all Proposal Documents become a binding agreement.
- 3 That issued Purchase Orders are supplemental to the Agreement and do not supersede or modify its content in any way.

1843 Commerce Blvd ★ Midway, FL 32343
 Phone: 850-386-7683 ★ Fax: 850-562-5472
 www.RoweRoofing.com



I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the GADSDEN COUNTY SCHOOL BOARD, their employees and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of October, A.D., 2019.



Authorizing Signature

(SEAL)

October 9th, 2019
Date

1843 Commerce Blvd ★ Midway, FL 32343
Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

Solicitation Addendum No. 1

Date: October 4, 2019

RFP No. 2019-0001

Project Name. Continuing Services for Roofing and Roofing Repairs

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

- | | | |
|---|---|---|
| 1 | Q | Due Date Change. |
| | A | Replace page 3, SCHEDULE OF EVENTS with new SCHEDULE OF EVENTS, attached. |
| 2 | Q | Liquidated Damages-Supplies or Services |
| | A | See Attachment |
| 3 | Q | |
| | A | |
| 4 | Q | |
| | A | |
| 5 | Q | |
| | A | |

[Signature]
 Preparer's Name

10/4/2019
 Date

[Signature]
 Authorizing Agent

10/9/2019
 Date

NOTE: This document must be signed and included with your Bid

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FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr Blvd
Quincy, Florida 32351

Solicitation Addendum No. 2

Date 10/23/2019

RFQ No. 2019-0001

Project Name Roofing & Roofing Repairs Continuing Services

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

PRE-BID QUESTIONS and ANSWERS

- 1. Q: *[Faint question text]*
A: RFP Document write to include *[Faint answer text]*
- 2. Q: *[Faint question text]*
A: The RFP doesn't specify where the price proposal sheet needs to be so you can make it anywhere but would recommend it being at the end so it's easily found
- 3. Q: *[Faint question text]*
A: *[Faint answer text]*
- 4. Q: *[Faint question text]*
A: *[Faint answer text]*
- 5. Q: *[Faint question text]*
A: *[Faint answer text]*
- 6. Q: *[Faint question text]*
A: *[Faint answer text]*
- 7. Q: *[Faint question text]*
A: *[Faint answer text]*
- 8. Q: *[Faint question text]*
A: *[Faint answer text]*

Preparer's Name *[Signature]*
Authorizing Agent

Date 10/23/19

NOTE: This document must be signed and included with your Proposal

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FORM 00415

LIST OF SUBCONTRACTORS

To: Gadsden County Schools
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

From: Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

This list is an integral part of the proposal.

For the construction of the _____

The undersigned lists below the names of the subcontractors who will perform the phases of the work indicated:

<u>Division</u>	<u>Name of Subcontractor</u>
Concrete	<u>Self Perform</u>
Metal Framing	<u>Nelson & Affiliates</u>
Masonry	<u>Self Perform</u>
Roofing	<u>Self Perform</u>
Hollow Metal	<u>Moore Doors</u>
Aluminum Curtin Walls	<u>Self Perform</u>
Drywall	<u>Nelson/Anderson Fat Boy Drywall</u>
Acoustic Ceiling	<u>Nelson/Anderson</u>
Painting	<u>Marlin Coatings/Universal Coating</u>
Mechanical	<u>Keith Lawson</u>
Plumbing	<u>Keith Lawson</u>
Electrical	<u>Meeks</u>
Communications	<u>Jacksonville Sound</u>
Other	_____
Other	_____

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FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes X N/A

If **yes**, please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Southland Rowe Roofing, Inc. does:

(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community, by any employee who is so convicted.

Make good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

10/09/2019

Date

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FORM 00451

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA
STATUTE ON PUBLIC ENTITY CRIMES**

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

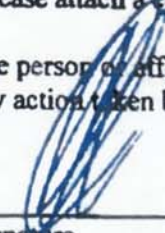
1. This sworn statement is submitted with Bid, Proposal or Contract for:
**Gadsden County School Board. Continuing Services for Roofing and Roofing
Repairs.**
2. This sworn statement is submitted by, **Southland Rowe Roofing, Inc.**, whose
business address is, **1843 Commerce Blvd, Midway, FL 32343**,
and (if applicable) Federal Employer Identification Number (FEIN) is **20-1692431** (if
the entity has not FEIN, include the Social Security Number of the individual signing this
sworn statement.)
3. My name is **Ruben R. Rowe, III** and my relationship to the entity named above is
President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida
Statute, 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 any
agency or public subdivision of any other state or of the United States and involved
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material
misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to
charges brought by indictment of information after July 1, 1989m as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 of the shares constituting a controlling income among persons when
not for fair interest in another person, or a pooling of equipment or income among persons when not for

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fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime subsequent to July 1, 1989 AND (please attached a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)



Signature

10/09/2019

Date

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PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this/day of June, 2019, and is personally known to me.

STATE OF FLORIDA

COUNTY OF: Gadsden

My Commission expires: 01/17/2023

Notary Public

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FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

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certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. 287.0943(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance too small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.
- It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9d

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Purchase Order Request for Brooks Building Solutions

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval of a purchase order issued to Brooks Building Solutions in the amount of \$92,014.00. Attached is a maintenance agreement that includes the services that would be provided to both Gadsden County High and West Gadsden Middle.

FUND SOURCE: 1100E 8100 3500 9020 10005

AMOUNT: \$92,014.00

PREPARED BY: William Hunter 

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 9

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: _____

Brooks Building Solutions

Gadsden County Schools

OMNIA
PARTNERS

Certified Proposal Number: R200401-FL-311100

School Board of Gadsden County OMNIA #: 1133501

Mechanical Investment Service Proposal

Date:

May 3, 2021

Prepared for:

East Gadsden High School
West Gadsden Middle School

Prepared by:

Dustin Morgan
Sales Engineer

Dear Bill Hunter

Thank you for taking the time to meet with Brooks Building Solutions and giving us the opportunity to provide this proposal for mechanical systems services.

Our vision and mission are to be the professional provider of comprehensive solutions and services for facilities. We are committed to finding innovative solutions to meet the specific needs of every customer.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Brooks Building Solutions

Dustin Morgan

Solutions Consultant

Introduction

Service Makes Sense

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Brooks Building Solutions approach to service includes transparency. You will receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We will also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Brooks Building Solutions is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.

Program Overview

There are numerous benefits to ensuring the overall health of your mechanical systems with a well-planned preventative maintenance program. Not only are routine maintenance activities required by equipment manufacturers to keep warranties in effect, but they also protect capital investments in expensive mechanical equipment, reduce system downtime, and ensure that equipment is running efficiently, thereby helping to control energy costs and management to adhere to operational budgets.

Program Administration



This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.

Maintenance Tasking System



Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which considers variables such as your equipment's operating hours, application, environment, and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.

Customer Service Review (C.S.R.)



The Customer Service Review (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.

Operational Testing and Inspection Service



This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful, or broken parts.

Professional Preventive Maintenance



This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

Maintenance Supplies



This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program. Maintenance Supplies include a variety of materials that is required to ensure all the serviced equipment and system are proactively services based on manufactures recommendations, specifications, and our experience. **Refrigerants are not inclusive maintenance supplies.**

Emergency Service Labor



This program includes emergency service labor to respond to any emergency 24/7/365! All travel and living expenses incurred while performing this service are also included. You will receive “prioritized customer response”! This program is designed to minimize such emergency situations, but should you need us, we will be there!

Repair and Replacement Labor

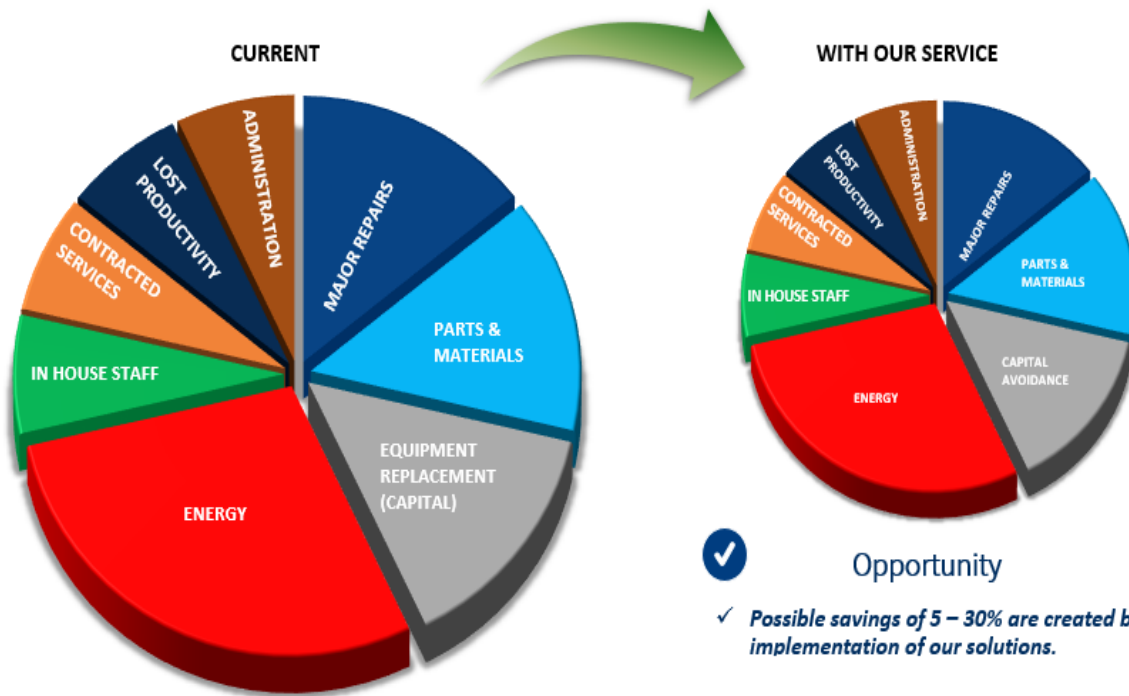


This program includes the labor to repair or replace worn, failed or doubtful components and parts (replacement of equipment not inclusive) by highly skilled and trained technicians. Also included are any supervisory personnel and helpers necessary to perform the scope of work.

MAINTENANCE IMPACT

Brooks Building Solutions preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials, and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing our Maintenance Program, you can ensure your system operates at optimal efficiency.

(a) PROACTIVE APPROACH FINANCIAL SAVINGS



With Brooks Building Solutions you can expect:

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented



According to the U.S. Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of 5 to 30% can be realized through **improved operations and maintenance of building systems**.

Your Benefits

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time

Full Labor Coverage Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON EXHIBIT A (EQUIPMENT LIST):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion, and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser, and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc. **REPAIR AND REPLACE:** On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting, and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts. This applies only to maintainable/Moving portions of the system.

TROUBLE CALLS: On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

EXCLUSIONS: The following services are not included as part of this Agreement:

*Filters or labor to replace filters

FULL LABOR COVERAGE PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

BETWEEN

GADSDEN COUNTY SCHOOLS (“CUSTOMER”)

AND

BROOKS BUILDING SOLUTIONS, INC. (“BBS”)

EFFECTIVE DATE: JULY 1, 2021

THIS PREVENTATIVE MAINTENANCE SERVICES AGREEMENT (this “Agreement”) entered into by and between Customer and BBS applies solely to the equipment listed on Exhibit A attached hereto (the “Equipment”). The parties hereto agree as follows:

FULL LABOR COVERAGE PREVENTATIVE MAINTENANCE SERVICES

BBS will provide full labor coverage preventative maintenance services on the Equipment. Services will also include (3) quarterly and (1) annual inspection(s) on the Equipment at Customer’s Office located at East Gadsden High School and West Gadsden Middle School. The specific tasks to be performed are detailed on Exhibit B attached hereto (collectively, the “Services”).

TERM

This Agreement shall be (1) year beginning 07/01/2021 and expiring 06/30/2022.

CONTRACT PRICE AND PAYMENT

BBS, Inc. will provide the Services for Customer in exchange for the following compensation (the “Contract Price”)

Total Price:

Ninety-Two Thousand Fourteen Dollars and 00/100 **\$92,014.00**

Customer shall pay BBS Semi-annually, in advance, in the amount of \$46,007.00.

PERSONNEL

BBS will perform the Services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

PROPOSAL EXPIRATION DATE:

Upon submission to Customer by BBS, this proposal shall be valid for thirty (30) days from date first stated above. Upon execution by Customer, this Agreement shall constitute a valid, binding contract by and between the parties hereto.

TERMS AND CONDITIONS

This agreement is subject to the additional Terms and Conditions attached hereto as Exhibit C. In the event of a conflict between the terms set forth herein and the Terms and Conditions, the terms set forth herein shall control.

IN WITNESS WHEREOF, this Preventative Maintenance Service Agreement is executed by the parties hereto as of the date set forth below.

BROOKS BUILDING SOLUTIONS, INC.

GADSDEN COUNTY SCHOOLS

Signature

Signature

Dustin Morgan

Name

Name

Sales Engineer

Title

Title

Date

Date

**EXHIBIT A
EQUIPMENT LIST**

EAST GADSDEN HIGHSCHOOL

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1	Daikin			10 HP		
1	AHU 2	Daikin	CAH025SFDAC	FBOU020400208	10 HP		
1	AHU 3A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3L-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3L-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3M-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3M-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3R-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4A-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4C-1		HH-AAR-3	AHU020228-05	2 HP		
1	AHU 4D-1		HH-ARR-3	AHU020228-05	2 HP		

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 4D-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4D-3				2 HP		
1	AHU 4F-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4F-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4F-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4J-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-8		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-2				10 HP		
1	AHU 4L-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-8		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-1				2 HP		
1	AHU 4M-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4N-2				2 HP		
1	AHU 4P-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4Q-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 6-1A				15 HP	Building 600 Gym	
1	AHU 6-1B				15 HP	Building 600 Gym	
1	AHU 7-1				15 HP	Building 700	
1	AHU 8A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8C-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8G-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8G-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8J-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8M-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8N-2		HH-ARR-3	AHU020228-05	2 HP		

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 8N-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8Q-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8T-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8U-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8U-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8V-1				2 HP		
1	AHU 8V-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 9-1		CAH017FDAE	FBOU020400221	15 HP	Building 900	
1	BLR 001	Raypak	H3-3500	111189434	100 HP		
1	BLR 002	Raypak	H3-3500	111189433	100 HP		
1	CHLR 001	McQuay	AGZ211ETSEM N00	STNU171100141	210 Ton		
1	CHLR 002	McQuay	ALS218C27-ERN	STNU020600198	210 Ton		
1	CHLR 003	McQuay	ALS218C27-ERN		210 Ton		
1	CWP 1 - Primary		EJMM3311T		15 HP		
1	CWP 1 - Secondary		42HQ54W387D1		15 HP		
1	CWP 2 - Primary		EJMM3311T		15 HP		
1	CWP 2 - Secondary		42HQ54W387G1		15 HP		
1	CWP 3 - Primary		EJMM3311T		15 HP		
1	HWP 1 - Primary		39K062W91562		15 HP		
1	HWP 1 - Secondary		EJMM32181		15 HP		
1	HWP 2 - Secondary		EJMM3218T		15 HP		
1	HWP 2- Primary		39K062W915G3		15 HP		
1	MAU 3-1				15 HP	Building 300	
1	MAU 3-2				15 HP	Building 300	
1	MAU 4-1				15 HP	Building 400	
1	MAU 4-2				15 HP	Building 400	
1	MAU 5-1				15 HP	Building 500	
1	MAU 5-2				15 HP	Building 500	
1	MAU 6-2				15 HP	Building 600 Gym	
1	Split System 1		DX118A1204AA	1507223485	15 Ton	Building 10	
1	VFD 001				10 HP		
1	VFD 002				10 HP		
1	VFD 003				10 HP		
1	VFD 004				10 HP		
1	VFD 005				10 HP		
1	VFD 006				10 HP		
1	VFD 007				10 HP		
1	VFD 008				10 HP		
1	VFD 009				10 HP		

WEST GADSDEN MIDDLE SCHOOL

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1-1	Daikin	CAH012GDAC	FBOU060800175	5 HP	WGHS Admin Bldg	
1	AHU 2-1	Daikin	CAH014GDAC	FBOU060800170	5 HP	WGHS Bldg 200 Media	
1	AHU 4-1	Daikin	CAH035GDAC	FBOU060800173	10 HP	WGHS Bldg 400	
1	AHU 4-2	Daikin	CAH021GDAC	FBOU060800174	10 HP	WGHS Bldg 300	
1	AHU 5-1	Daikin	CAH040GDAC	FBOU060800032	10 HP	WGHS Bldg 500 Gym	
1	AHU 5-2	Daikin	CAH008GDAC	FBOU060800115	10 HP	WGHS Bldg 500	
1	AHU 6-1	Daikin	CAH017GDAC	FBOU060800120	5 HP	WGHS	
1	AHU 7-1	Daikin	CAH025GDAC	FBOU060800121	10 HP	WGHS Dining Room	
1	AHU 7-2	Daikin	CAH012GDAC	FBOU060800122	5 HP	WGHS Kitchen	
1	AHU 8-1	Daikin	CAH030GDAC	FBOU060800123	10 HP	WGHS Bldg 800	
1	AHU 9-1	Daikin	CAH021GDAC	FBOU60800171	10 HP	WGHS Bldg 900	
1	Chiller 7-1	Daikin	AGS170CH27-ER10	STNU060700220	170 Ton	WGHS	
1	Chiller 7-2	Daikin	AGS170CH27-ER10	STNU060700207	170 Ton	WGHS	
1	CHWP 7-3				15 HP		
1	CHWP 7-3 VFD	ABB	ACH550VA-023A		15 HP	WGHS Bldg 700	
1	DH 2-1	Neptronic	DFCI004		1	WGHS Bldg 200 AHU 2-1 Heater	
1	DH 4-1	Neptronic	DFCI004		1	WGHS Bldg 400 AHU 4-1 Heater	
1	DH 6-1	Neptronic	DFCI004		1	WGHS AHU 6-1 Heater	
1	Primary CHW Pump 7-1				15 HP	WGHS	
1	Primary CHW Pump 7-2				15 HP	WGHS	
1	Secondary CHW Pump 7-4				15 HP	WGHS	
1	VFD 002		ACH550-VD-08A8-4		5 HP		
1	VFD 003		ACH550-VD-08A8-4		5 HP		
1	VFD 004		ACH550-VD-08A8-4		5 HP		
1	VFD 005		ACH550-VD-08A8-4		5 HP		
1	VFD 006		ACH550-VD-08A8-4		5 HP		
1	VFD 007		ACH550-VD-08A8-4		5 HP		
1	VFD 008		ACH550-VD-08A8-4		5 HP		
1	VFD 009		ACH550-VD-08A8-4		5 HP		
1	VFD 010		ACH550-VD-08A8-4		5 HP		
1	VFD 011		ACH550-VD-08A8-4		5 HP		
1	VFD 1		ACH550-VD-08A8-4		5 HP		

Asset Maintenance Schedule

EAST GADSDEN HIGH SCHOOL

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 1	AHU-WT-HC	1	1	1	1	0	1	0
AHU 2	AHU-WT-HC	1	1	1	1	0	1	0
AHU 3A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3L-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3L-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3M-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3M-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3R-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4A-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4C-1	AHU-WT-HC	1	1	1	1	0	1	1

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 4D-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4D-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4D-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4F-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4F-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4F-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4J-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-8	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-8	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4P-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4Q-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1A	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1B	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8C-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8G-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8G-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8J-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8M-1	AHU-WT-HC	1	1	1	1	0	1	1

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 8N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8N-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8Q-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8T-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8U-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8U-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8V-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8V-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 9-1	AHU-WT-HC	1	1	1	1	0	1	1
BLR 001	BLR-GAS-HW	1	1	1	1	0	0	0
BLR 002	BLR-GAS-HW	1	1	1	1	0	0	0
CHLR 001	CHLR-SCRW-AC	1	1	1	1	0	1	0
CHLR 002	CHLR-SCRW-AC	1	1	1	1	0	1	0
CHLR 003	CHLR-SCRW-AC	1	1	1	1	0	1	0
CWP 1 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 1 - Secondary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 2 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 2 - Secondary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 3 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
HWP 1 - Primary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 1 - Secondary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 2 - Secondary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 2- Primary	PMP-WTR-HW	1	1	1	1	0	0	0
MAU 3-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 3-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 4-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 4-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 5-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 5-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 6-2	AHU-WT-HC	1	1	1	1	0	1	1
Split System 1	SPLT-DX-HC	1	1	1	1	0	1	1
VFD 001	MIS-VFD	1	1	1	1	0	0	0
VFD 002	MIS-VFD	1	1	1	1	0	0	0
VFD 003	MIS-VFD	1	1	1	1	0	0	0
VFD 004	MIS-VFD	1	1	1	1	0	0	0

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
VFD 005	MIS-VFD	1	1	1	1	0	0	0
VFD 006	MIS-VFD	1	1	1	1	0	0	0
VFD 007	MIS-VFD	1	1	1	1	0	0	0
VFD 008	MIS-VFD	1	1	1	1	0	0	0
VFD 009	MIS-VFD	1	1	1	1	0	0	0

WEST GADSDEN MIDDLE SCHOOL

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 1-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 2-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 5-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 5-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 9-1	AHU-WT-HC	1	1	1	1	0	1	1
Chiller 7-1	CHLR-SCRW-WC	1	1	1	1	0	0	0
Chiller 7-2	CHLR-SCRW-WC	1	1	1	1	0	0	0
CHWP 7-3	PMP-WTR-CHIL	1	1	1	1	0	0	0
CHWP 7-3 VFD	MIS-VFD	1	1	1	1	0	0	0
DH 2-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
DH 4-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
DH 6-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
Primary CHW Pump 7-1	PMP-WTR-CHIL	1	1	1	1	0	0	0
Primary CHW Pump 7-2	PMP-WTR-CHIL	1	1	1	1	0	0	0
Secondary CHW Pump 7-4	PMP-WTR-CHIL	1	1	1	1	0	0	0
VFD 002	MIS-VFD	1	1	1	1	0	0	0
VFD 003	MIS-VFD	1	1	1	1	0	0	0
VFD 004	MIS-VFD	1	1	1	1	0	0	0
VFD 005	MIS-VFD	1	1	1	1	0	0	0
VFD 006	MIS-VFD	1	1	1	1	0	0	0
VFD 007	MIS-VFD	1	1	1	1	0	0	0

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
VFD 008	MIS-VFD	1	1	1	1	0	0	0
VFD 009	MIS-VFD	1	1	1	1	0	0	0
VFD 010	MIS-VFD	1	1	1	1	0	0	0
VFD 011	MIS-VFD	1	1	1	1	0	0	0
VFD 1	MIS-VFD	1	1	1	1	0	0	0

EXHIBIT B **SERVICES**

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed. Below are examples of some of the tasking that may or may not be provided.

Split System DX Heat/ Cool

Cooling Annual Inspection

- Check volt/ amps of compressor (s)
- Check volt/ amps of condenser fan motor (s)
- Check volt/ amps of evaporator fan motor
- Check and tighten all electrical connections
- Check all starters/ contactors for wear
- Check all operating/ safety controls
- Check refrigerant pressures
- Check compressor oil levels if applicable
- Check for refrigerant/oil leaks
- Check and clean condensate drain pan and lines
- Check condenser coil/ clean per contract
- Check evaporator coil/ clean per contract
- Check economizer operation
- Check belts/ replace per contract (Customer provided belt)
- Check blower wheels/ clean surface
- Check sheaves wear/ alignment
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Heating Annual Inspection

- Check volts/ amps of evaporator fan motor
- Check volts/ amps of inducer fan motor if applicable
- Check and tighten all electrical connections
- Check all starters/ contactors for wear
- Check all operating/ safety controls
- Check heat exchanger for cracks/ corrosion if applicable
- Check and clean burner assembly if applicable

- Check ignition sequence of operation if applicable
- Check burner sequence of operation if applicable
- Check and clean inducer fan wheel if applicable
- Check electric heat strips and record volts/amps if applicable
- Check blower wheels
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Cooling Operational Inspection

- Check compressors operation if applicable
- Check condenser fan motors operation
- Check evaporator fan motors operation
- Check for visible refrigerant/ oil leaks
- Check belts Check belts/ replace per contract (Customer provided belt)
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Heating Operational Inspection

- Check evaporator fan motors operation
- Check heating system
- Check belts/ replace per contract (Customer provided belt)
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

AHU Water Cooled Heat/Cool

Annual Inspection

- Shut down unit and perform safe LOTO
- Check and tighten all electrical connections
- Check condition of control contacts for wear, pitting and erosion
- Check all operating/ safety controls
- Check and clean condensate drain pan and lines
- Check condensate pump if applicable
- Check hot water coil/ clean surface per contract where applicable
- Check chilled water coil/ clean surface per contract where applicable

- Check Valves/ Actuators where applicable
- Check Steam Traps/ Strainers where applicable
- Check dampers/ linkages
- Check damper actuators
- Check economizer operation
- Check belts/ replace per contract (Customer provided belt)
- Check blower wheels/ clean surface
- Check sheaves wear/ alignment
- Check and lubricate vanes, linkages, bearings, etc.
- Check and verify volts/ amps of blower motor
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Operational Inspection

- Check blower motors operation
- Check belts/ replace per contract (Customer provided belt)
- Check and lubricate vanes, linkages, bearings, etc.
- Check and clean condensate drain pan and lines
- Check and clean condensate pumps where applicable
- Check and clean outside air intakes
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Chillers Screw Air Cooled

Annual Inspection

- Record and report abnormal conditions, measurements taken, etc
- Review customer logs with the customer for operational problems and trends
- Inspect for leaks and report leak check result
- Check the condenser fans for clearances and free operation
- Check tightness of condenser fan motor mounting brackets
- Check the set screws on the fan shafts
- Visually inspect the condenser coil for cleanliness
- Verify the performance of the fan control inverter VFD, if applicable
- Grease bearings as required
- Inspect the control panel for cleanliness
- Inspect wiring and connections for tightness and signs of overheating and discoloration

- Verify the working condition of all indicator/alarm lights and LED/LCD displays
- Test oil pressure safety device (as required)
- Test the operation of the chilled water pump starter auxiliary contacts
- Test oil for acid content and discoloration
- Make recommendations to the customer based on the results of the test
- Verify the operation of the oil heaters.
- Clean the starter cabinet and starter components
- Check the condition of the contacts for wear and pitting
- Check contactors for free and smooth operation
- Verify tightness of the motor terminal connections
- Verify the operation of the electrical interlocks
- Measure voltage and record
- Record all operating parameters
- Clean air-cooled condenser per contract

Operational Inspection

- Check the general operation of the unit
- Log the operating temperatures, pressures, voltages, and amperages
- Check the operation of the control circuit
- Check the operation of the lubrication system
- Check the operation of the motor and starter
- Analyze the recorded data. Compare the data to the original design conditions
- Review operating procedures with operating personnel
- Record all operating parameters

Boilers Gas-Fired Hot Water

Annual Inspection

- Shut down unit and perform safe LOTO
- Check and verify burner operation
- Check and verify burner control system
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify gas safety switch
- Check and verify gas valve/operation
- Check and verify draft fan
- Perform combustion analysis test/list on work order
- Check and verify water cutoff where applicable

- Check and verify water feeder where applicable
- Check and verify shut off valves where applicable
- Check and verify temperature controls where applicable
- Check and verify safety switches where applicable
- Check and verify pressure controls where applicable
- Blow down feeder cutoff control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Disassemble low water cutoff and clean, where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify mercury bulbs
- Check and verify wiring
- Clean burner assembly, per contract where applicable
- Clean make up water components
- Clean hi water components
- Inspect refractory where applicable
- Blow down boiler
- Blow down gauge glass
- Clean external surfaces
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Operational Inspection

- Check operation of boiler
- Check all operating parameters
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify draft fan
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify temperature controls where applicable
- Blow down feeder cut off control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable

- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Blow down boiler
- Blow down gauge glass
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Pumps

Annual Inspection

- Check volts/ amps motor
- Check/ tighten all electrical connections
- Check all starters/ contactors for wear where applicable
- Check all operating/ safety controls
- Check/ lubricate motor bearings per manufacturers recommendation
- Check/ lubricate pump bearings per manufacturers recommendation
- Check pump/motor alignment
- Check coupling
- Check mechanical seals/packing
- Check strainers, pull and clean per contract
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

Operating Inspection

- Check volts/amps motor
- Check electrical connections
- Check starter operation
- Check/ lubricate motor bearings
- Check/ lubricate pump bearings
- Check coupling
- Check mechanical seals/packing
- Check hand valves
- Check gauges for accuracy

- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

VFD- Variable Frequency Drive

- Check variable frequency drives - proper operation, adjust if necessary
- Check control box-clean - clean debris and tighten connections
- Check all starters/ contactors for wear
- Check voltage
- Check ventilation fans & housing - clean and check integrity

EXHIBIT C

BROOKS BUILDING SOLUTIONS TERMS AND CONDITIONS

Revised: March 16, 2021

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

General

2. **Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.
3. **Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.
4. **Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:
 - (a) Provide a safe work environment.
 - (b) Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
 - (c) Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
 - (d) Promptly notify BBS of any unusual operating conditions.
 - (e) Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service.
 - (f) Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings.
 - (g) Operate the equipment properly and in accordance with instructions; and
 - (h) Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.
5. **Hazardous Materials.** BBS is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that BBS encounters any asbestos, mold product or any hazardous material in the course of performing its work, BBS may suspend its work and remove its employees from the project site until such product or material, and any hazards connected with it, are abated. BBS shall receive an extension of time to complete its work and compensation for delays encountered as a result of such hazardous materials.
6. **BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.
7. **Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.
8. **Termination.**
 - (a) **Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.
 - (b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.
 - (c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.
9. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.

10. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BBS, IT'S SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, OR ITS SUPPLIERS (EITHER JOINTLY OR SEVERALY) BE LIABLE TO COMPANY OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE SERVICES PROVIDED HEREUNDER, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF BBS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF THE AGGREGATE LIABILITY OF BBS FOR DIRECT DAMAGES SHALL NOT EXCEED THE CONSIDERATION PAID BY CUSTOMER FOR THE GOODS AND/OR SERVICES, SUBJECT TO BBS' RIGHT OF REMOVAL AND RETURN OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO BBS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

11. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section 11, within one (1) year from the date the claim arose.

12. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

13. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

14. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service (Mechanical, Controls, Electrical) and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

15. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

16. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

17. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

18. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

19. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SEPCIFICALLY PROVIDED IN THIS SECTION.

20. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly

Controls, Electrical and Service Projects

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

21. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.

22. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

23. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

24. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

25. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.

26. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Equipment and Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

27. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.

28. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.

29. **Material and Workmanship Warranty.**

(a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.

(b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9e

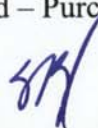
DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Custodial Supplies-District Wide with Purchase Order Request

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement for the 2021-2022 fiscal year with Osceola Supply for custodial supplies. This is for continuing services that were originally bid with ITB 1718-01. This is also a purchase order request in the amount of \$60,000.00

FUND SOURCE: 110
AMOUNT: Amounts per Bid – Purchase Order Request for \$60,000.00
PREPARED BY: William Hunter 
POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A
CHAIRMAN'S SIGNATURE: page(s) numbered N/A
REVIEWED BY: _____

DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY



Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities
805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795
Email: hunterw@gcpsmail.com

May 14, 2021

Ms. Heather Bollinger, Contract Manager
Osceola Supply, Inc.
915 Commerce Boulevard
Midway, FL 32343

Dear Ms. Bollinger,

In preparation for the upcoming fiscal year, we are contacting you in reference to *ITB No. 1718-01 Custodial Supplies-District Wide*. We would like to extend this agreement, pending School Board approval, through the 2021-2022 fiscal year providing the same service and cost as noted in the original agreement (see attached Price Sheet dated 4/5/18). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Friday, June 4, 2021. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (ITB No. 1718-01 with Price Sheet dated 4/5/18) starting July 1, 2021 through June 30, 2022.

I do not wish to extend this agreement for the 2021-2022 fiscal year.

Signature

June 3, 2021

Date

We anticipate this extension request being placed on the agenda for the June 2021 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,

Andrea Lawson
Purchasing Agent

AL/aeo

Cathy S. Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillan
DISTRICT NO. 3
CHATTahooCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Karema D. Dudley
DISTRICT NO. 5
QUINCY, FL 32351

Item Description [Pricing good for Two (2) years with the option to renew annually for a maximum of 3- (1) one year extensions if mutually agreed upon.]	Unit/Size (Each, Case, Carton, Etc.)	Quote Price (Per Unit/Size)	Quote Price (Per Pallet Quantity - if applicable)	Quote Price (If delivered directly to warehouse)	Quote Price (If delivered directly to school site)
Acritan Bowl Mops	Each				
All-purpose Cleaner	1 Gal/Case of 4	26.25			
All-purpose Cleaner	Single Use Packets/Case/Quantity*				
Anti-Bacterial Hand Soap	1 Gal/Case of 4	17.63			
Brooms, push 36" w/5 screw type handle mixed horsehair, durene border, T. plastic ctr.	Each				
Brooms, push 48" w/5 screw type handle mixed horsehair, durene border, T. plastic ctr.	Each				
Brooms, stick warehouse, large #36 lb. broom corn filler 1 wire band 4 string bands	Each 8.11				
Buffing Pads Black 13"	Box of 5	6.08			
Buffing Pads Black 20"	Box of 5	12.44			
Buffing Pads Green 13"	Box of 5	6.08			
Buffing Pads Green 20"	Box of 5	12.44			
Buffing Pads Red 13"	Box of 5	6.08			
Buffing Pads Red 20"	Box of 5	12.44			
Can Liner 24x26 (High Density - 8 mic.)	Box of 1,000	13.74			
Can Liner 24x33 (High Density - 8 mic.)	Box of 1,000	14.25			
Can Liner 30x37 (High Density - 10 mic.)	Box of 500	15.60			
Can Liner 38x58 Black (Low Density - 1.25/1.3 mic.)	Box of 100	17.32			
Can Liner 55 Gallon (High Density - 16 mic.)	Box of 100 17 mic	26.28			
Carpet Extract Cleaner	Case of 4	31.73			
Cleaner Degreaser Used at 3 Concentrates	Case of 4	21.17			
Cleaner Degreaser Used at 3 Concentrates	Single Use Packets/Case/Quantity*				
Cleaner Hydro Peroxide Modified, Multipurpose	2 Liter/Case of 4				

Cleaner Hydro Peroxide Modified, Multipurpose	Single Use Packets/Case/Quantity*				
Cleaning Rags	Box of 200				
Commercial Corn Brooms	12" Each				
Contoured Bowl Brush	Set/Each				
Custodial Carts with Bags	Each	160.40			
Deodorant (Highly Dilutable)	1 Gal/Case of 4	18.87			
Deodorant (Highly Dilutable)	Single Use Packets/Case/Quantity*				
Disinfectant Cleaner	2 Liter/Case of 4				
Disinfectant Cleaner	Single Use Packets/Case/Quantity*				
Disinfectant Spray Cleaner	Pk of 6 per case				
Draw & Tie Can Liners (10-15 gal/24x28)	Box of 300				
Draw & Tie Can Liners (10-15 gal/33x38)	Box of 150				
Dust Mop Frame 24"	Each	3.10			
Dust Mop Frame 36"	Each	3.10			
Dust Mop Frame 48"	Each	4.48			
Dust Mop Frame Handle	Each	5.39			
Dust Mop Head 24"	Each	4.02			
Dust Mop Head 36"	Each	4.62			
Dust Mop Head 48"	Each	5.96			
Entrance Mats 4x6 (Heavy Weight - Ribbed)	Each	96.55			
facial tissue, white	Box 30bx	14.33			
Floor Finish	5 Gallon	40.00			
Floor Wax Stripper (58-60% Active Ingredients)	5 Gallon	30.00			
Foam Soap Anti-Bacterial	1000 mL/Case of 6	29.05			
Fold Towel Dispenser (Multi-Fold)	Each	11.00			
Fold Towel Dispenser (Single-Fold)	Each				
Furniture Polish Spray	Pack of 12	33.68			
Glass Cleaner (Dilutables)	1 Gal/Case of 4				
Glass Cleaner (Dilutables)	Single Use Packets/Case/Quantity*				
Graffiti Remover	15 oz./Case of 12	39.59			
Graffiti Wipes	Carton of 6				

Gum Remover (Aerosol)	Each	37.58		
Hand Sanitizer	Case of 6			
Heavy Scrub Pads	Pack of 5			
High Duster - 28"	Each			
HydroDry, Carpet Dryer - .5hp	Each			
Latex Gloves (Large)	Box of 100	CASE of 1000 34.00		
Latex Gloves (Medium)	Box of 100	CASE of 1000 34.00		
Latex Gloves (X-Large)	Box of 100	CASE of 1000 34.00		
Lobby Dust Pan	Each	6.89		
Medium Scrub Pads	Pack of 5			
Mop Handles Wet Quick Change	Each	6.21		
Mop Wringer & Bucket (With Handle)	Each	59.25		
Office Waste Basket 26 qt. (Rubbermaid or Equal - Non-Flammable)	Each			
Plastic Dust Pan	Each			
Polish Pads White 20" Full 1" Thick	Box of 5	17.44		
Qt. Spray Bottles (Sprayer & Bottles)	Each			
Qt. Spray Bottles (Sprayer & Bottles)	Case			
Replacement Bags for Custodial Carts (34 gal)	Each	47.91		
Roll Towel Dispenser (12" - 15")	Each	28.88		
Rubbermaid "Brute" Trash Receptacles (44 gallon with wheels)	Each			
Sanitary Napkins	Pack of 250			
Sanitary Wax Bags	Pack of 500			
Soap Dispenser for Foam	Each	Free with purchase of our Soap		
Stripper (Low Odor)	5 Gallon	40.00		
Stripping Pads Black 20" Full 1" Thick	Box of 5	12.44		
Synthetic Gloves (Large)	Box of 100			
Synthetic Gloves (Medium)	Box of 100			
Synthetic Gloves (X-Large)	Box of 100			
Tissue Dispenser (Single)	Each			
Tissue Paper Disp. (Double)	Each			
Toilet Seat Cover Dispenser	Each	5.20		
Toilet Seat Covers	250 per pack/ Carton of 4 packs	32.13		

Toilet Tissue (500 Sheet 2 Ply/3.2 or 3.5x4.5)	Case/80 Rolls	32.87			
Toilet Tissue 9" Jumbo Rolls (2 Ply - 1000')	Case/12 Rolls	24.20			
Towel Center Pull (600 Min. 2 Ply)	Case/6 Rolls				
Towel Roll Brown (800 ft. Per Roll)	Case/6 Rolls				
Towels Multi Fold (Full Sheet)	250 per sleeve/Case of 16 sleeves	12.25			
Towels Roll White (800 ft. Per Roll)	Case/6 Rolls	17.40			
Towels Single Fold	250 per pack/Case of 16 packs				
Trash Can Dolly	Each	35.71			
Trash Receptacle Dome Lid for Rubbermaid "Brute"	Each				
Urinal Screen	Carton of 10	13.13			
Vomit Control	Each	29.69			
Wastebasket - 7 gal./Black	Each	5.50			
Wet Floor Signs (yellow plastic)	Each	5.88			
Wet Mops 16 oz.	Each	3.38			
Wet Mops 24 oz.	Each	4.67			
Wet Mops 32 oz.	Each	5.46			
Wiping Clothes (Cloth/16 oz.)	Carton of 12				
TOTAL		\$	\$	\$	\$

*NOTE: Please indicate how many single use packets there are per case price.

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

Addendum No _____ Dated _____ Addendum No _____ Dated _____

Addendum No _____ Dated _____ Addendum No _____ Dated _____

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID
BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

Heather Bollinger / Contract manager Heather Bollinger 4/5/18
Authorized Representative's Name/Title Authorized Representative's Signature Date

Osceola Supply, Inc. (850) 580-9800 (850) 580-8001
Company's Name Telephone Number FAX Number

915 Commerce Blvd Midway FL 32343
Address City State Zip Code

Landon Davis (850) 544-1437 (850) 580-9800 (850) 580-8001
Area Representative Cell Number Telephone FAX Number

59-3181370 ldavis@osceolasupply.com
(FEIN) Federal Employer's Identification Number E-mail

Heather Bollinger Heather Bollinger
Signature of Authorized Officer/Agent: Typed or Printed Name

(Bid MUST be signed by an officer or employee having authority to legally bind the bidder.)
I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the public Records Act, Chapter 119, and F.S. By signing and submitting this proposal I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials and the content of any Addendum released hereto.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9f

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Request to Award RFP 2021-0002 Door Replacement Project-
Phase 1 and Request for Purchase Order

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: Request for Board approval for the awarding of

RFP 2021-0002 Door Replacement Project-Phase 1-Havana Magnet School and the approval of

a purchase order. This project includes the provision of labor and materials to remove the

existing doors and install new doors and related hardware at select locations at Havana Magnet

School. The purchase order request is for Moore Doors and Specialties, Inc. in the amount of

\$146,575.00. Attached are the following documents: results of the two opened proposals, the

price sheet submitted by Moore Doors and Specialties, Inc., a copy of the RFP and Addenda #1.

FUND SOURCE: to be determined

AMOUNT: \$146,575.00

PREPARED BY: William Hunter 

POSITION: Facilities Director

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:

Bid Opening Sheet for ITB 2021-0002 HMS Door Replacement Project

Name of Firm	Meets Mandatory Requirements											Comments
	Cover page	Insurance	Bonding	Addendum	Drug free work place	Minority Business	Department	Conflict of Interest	Vendor Registration	Bid Form		
GES												
Shafeld Builders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 143,000.00
Moore Doors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 105,975.00
HMS												
Shafeld Builders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 147,100.00
Moore Doors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 146,575.00

Proposals opened by: Andrew Sam Opening witnessed by: NEA

BID
PHASE I, DOOR REPLACEMENT PROJECT – HAVANA MAGNET SCHOOL

Moore Doors & Specialties, Inc.

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: Moore Doors & Specialties, Inc.

Office: 850-671-3360
Cell: 850-294-6488
E-mail: dfraser@mooredoors.com

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled “ Phase I Door Replacement Project- Havana Magnet School ” dated 05/07/2021 as prepared by _____ . I have also received the following Addenda numbers One , _____ , _____ , _____ , _____ , _____ , and have included their provisions in my proposal. I have examined all the Project Documents and the site and submit the following BID. \$ 146,575.00

Set # 1	\$ <u>4,372.00</u>	Set # 2	\$ <u>1,305.00</u>	Set # 3	\$ <u>1,305.00</u>	Set # 4	\$ <u>4,035.00</u>
Set # 5	\$ <u>1,305.00</u>	Set # 6	\$ <u>1,305.00</u>	Set # 7	\$ <u>4,135.00</u>	Set # 8	\$ <u>4,135.00</u>
Set # 9	\$ <u>5,298.00</u>						

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 8th day of June , A.D., 2021



Authorizing Signature
06/08/2021
Date

(SEAL)

*Request for Proposals (RFP)
For the*

Gadsden County School District's

***PHASE I, DOOR REPLACEMENT PROJECT
Havana Magnet School***



Located at
1210 Kemp Rd., Havana, FL 32333,
Gadsden County Florida

Date Issued: 5/7/2021

Date Due: 6/7/2021

RFP Number: 2021-0002

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287 , E-mail: lawsona@gcpsmail.com

ADVERTISEMENT

The Gadsden County School Board

Is seeking qualified Door and Hardware Contractors to provide full, turnkey service for the following: The Havana Magnet School door replacement project.

The purpose of this solicitation is to establish a contract with a qualified Door & Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The project includes the removal of old and the installation of new doors and associated hardware for a complete turnkey job.

Proposers must meet the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Properly insured
4. Bondable
5. Bid Bonds are required on all projects \$25,000 and over

A bid package containing the Project Documents may be picked up at the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Participants must thoroughly familiarize themselves with all instructions in the bid package to be responsive.

Proposals must be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **6/7/2021**. Proposal will be opened on **6/7/2021** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Please direct all questions by e-mail to: Andrea Lawson, E-mail: lawsona@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>5/7/2021</u>	<u>8:00 am</u>
Last day for written inquiries	<u>5/21/2021</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>5/26/2021</u>	<u>5:00 pm</u>
Proposal due date	<u>6/7/2021</u>	<u>1:45 pm</u>
Proposal opening	<u>6/7/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>6/7/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>6/22/2021</u>	<u>6:00 pm</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS' Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
 - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed, emailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors must be submitted to the District for approval prior to the first payment.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
 - A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.
 - B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.

- C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify the RFP in any way.
 - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the RFP shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend the RFP prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the RFP may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

- A. **Bid Bonds:** The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
- B. **Performance and Payment Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.
1. For Work \$100,000 and above, a payment and performance bond shall be required unless specified otherwise.
 2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 4. **When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.**
 5. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- C. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department

of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*

a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*

2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.

a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.

1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.

1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.

1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*

A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.

1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law

Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
 - A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
 1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.

- 1.25 **Direct Purchase:** If requested, the proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS shall be allowed to purchase any number of items it chooses to directly, as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete and signed Package as specified on page two (2).
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.

- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
 - B. The review committee will select one Contractor to recommend to the Board for award and reserves the right not to base award exclusively on price.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.

A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.

1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

End of Part One

PART 2 – RFP REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper or same size electronically in PDF formatting, arranged in the same order as listed in this RFP. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (5 points)** The cover page shall identify
 - 1. Company Name
 - 2. Due date and time
 - 3. RFP number
 - 4. The Owner's name, Gadsden County School Board
 - B. **Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page if applicable and if available a BBB report.
 - C. **Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of the project.
 - D. **Addendum to Bid: (5 points)** Print and sign all addenda.
 - E. **Drug Free Work Place Form: (5 points)** Include a signed copy.
 - F. **Public Entity Crimes Form: (5 points)** Include a signed copy.
 - G. **Minority and Woman Owned Businesses Form: (5 points)** Include a signed copy.
 - H. **Debarment Certification Form: (5 points)** Include a signed copy.
 - I. **Conflict of Interest Form: (5 points)** Include a signed copy.
 - J. **Vendor Registration/W-9 Form: (5 points)** Include a signed copy.
 - K. **Bid Proposal Form: (50 points)**
- 2.2 Once the proposal is ready to submit, it should be sealed in an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the envelope or box using the label provided herein. The number of proposal copies is specified in section 1.27.
- 2.3 Include in the Bid Proposal Form individual cost for each door set that includes materials, and labor.
- 2.4 **Substitutions:** Any substitutions must be submitted and approved by the Owner prior to submitting proposal. Sufficient information must accompany the request for substitution.
- 2.5 **Required Forms:**

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

Preparer's Name

Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee’s community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer’s Signature

Date

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for:

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA

COUNTY OF: _____

Notary Public

My Commission expires: _____

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statutes 288.703 definitions – As used in section 288.703, the following words, and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employes 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
 - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT
Suspension, Ineligibility, and voluntary exclusion
Lower tier covered transactions

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The Prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Printed Names and Title

Signature

Date

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(Title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is

_____ ' _____ ' _____ ' _____
Address City State Zip Code

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the dame services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name _____
 Firm Name: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

 Notary Public – State of _____
 Type or print name: _____

(Seal)

Commission No.: _____
 Commission Expires: _____

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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),
- Certify that you are not subject to backup withholding, or
- 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID
PHASE I, DOOR REPLACEMENT PROJECT – HAVANA MAGNET SCHOOL

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

FROM: _____

 Office: _____
 Cell: _____
 E-mail: _____

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled “_____”
 dated _____ as prepared by _____. I have also received the
 following Addenda numbers _____, _____, _____, _____, _____, _____, and have included their provisions in my proposal.
 I have examined all the Project Documents and the site and submit the following BID. \$ _____

Set # 1 \$ _____ Set # 2 \$ _____ Set # 3 \$ _____ Set # 4 \$ _____
 Set # 5 \$ _____ Set # 6 \$ _____ Set # 7 \$ _____ Set # 8 \$ _____

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____, A.D., 20 _____.

 Authorizing Signature

(SEAL)

 Date

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent's office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		

Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	

End of Part Two

PART 3 – GENERAL REQUIREMENTS

3.1 **Summary:** The purpose of this solicitation is to establish a contract with a qualified Door and Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The proposal shall include all specified or implied materials and equipment necessary for a complete turnkey installation.

3.2 **Scope of Work:** General requirements for the scope of work include:

- A. **Hours:** It shall be assumed, all work taking place during active school hours will be coordinated around student activities. Disruptive work will be scheduled outside normal school hours.
- B. **Safety and Security:** The Safety and Security of the immediate work site shall be the Contractor's responsibility. While the Owner will make every effort to work with the Contractor, there will be times such as change of class where the Contractor will be required to pause work to allow student traffic.
 - 1. On site materials do not become the responsibility of the Owner until fully installed.
 - 2. On-site storage will be allowed only in Owner designated areas and shall be fenced.
 - 3. The Contractor shall assure project doors can be secured at the end of each day before leaving the site.
- C. **Demolition:** This project includes demolition and disposal of existing doors and associated hardware as specified elsewhere.
 - 1. The Contractor shall be required, prior to the disposal, to remove all hardware from doors and turn over to the Owner to salvage any useful items. Hardware not salvaged by the Owner will be disposed of by the Contractor.
- D. **Installation:** The Contractor will work with the Owner in retrofitting the existing door openings. The contractor shall demonstrate satisfactory operation of the doors and hardware prior to final payment. All inspections shall be performed by the Director of Facilities for the Gadsden County School Board or his designee.
 - 1. It shall be the contractor's responsibility to remove and reinstall any security system contacts or wiring that may be involved in the door replacement.
- E. **Toilet Facilities: Use of the schools restrooms is strictly prohibited.** The Contractor shall provide temporary toilet facilities for their workers. Location shall be coordinated with the Owner.
- F. **Site Cleanup:** Site cleanup shall be done daily. The Contractor is responsible for providing their own dumpster. **Use of the schools dumpster is strictly prohibited.**

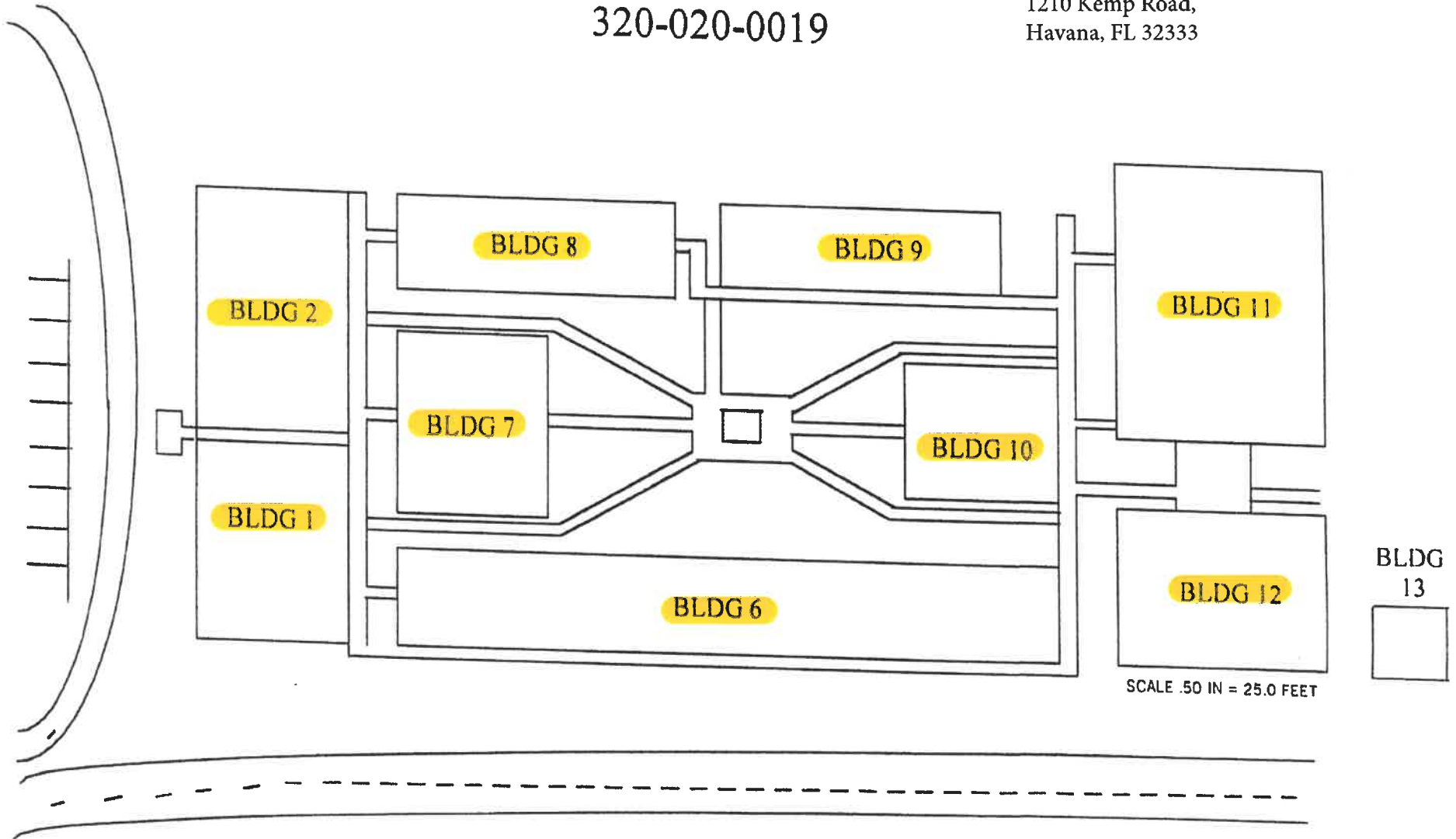
3.3 **Project Specifications:**

- A. **Door Schedule**

HAVANA MIDDLE SCHOOL

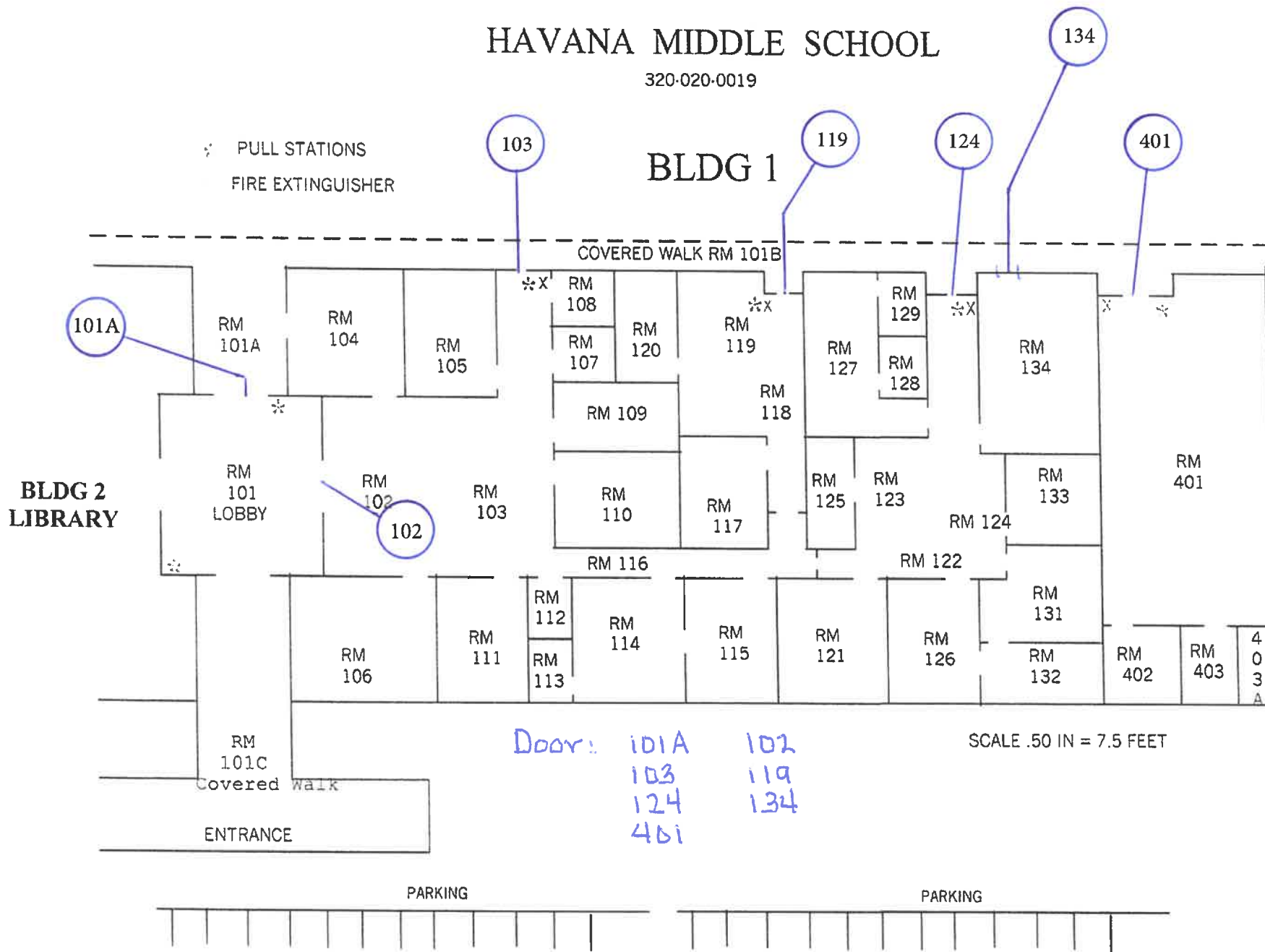
320-020-0019

1210 Kemp Road,
Havana, FL 32333



HAVANA MIDDLE SCHOOL

320-020-0019

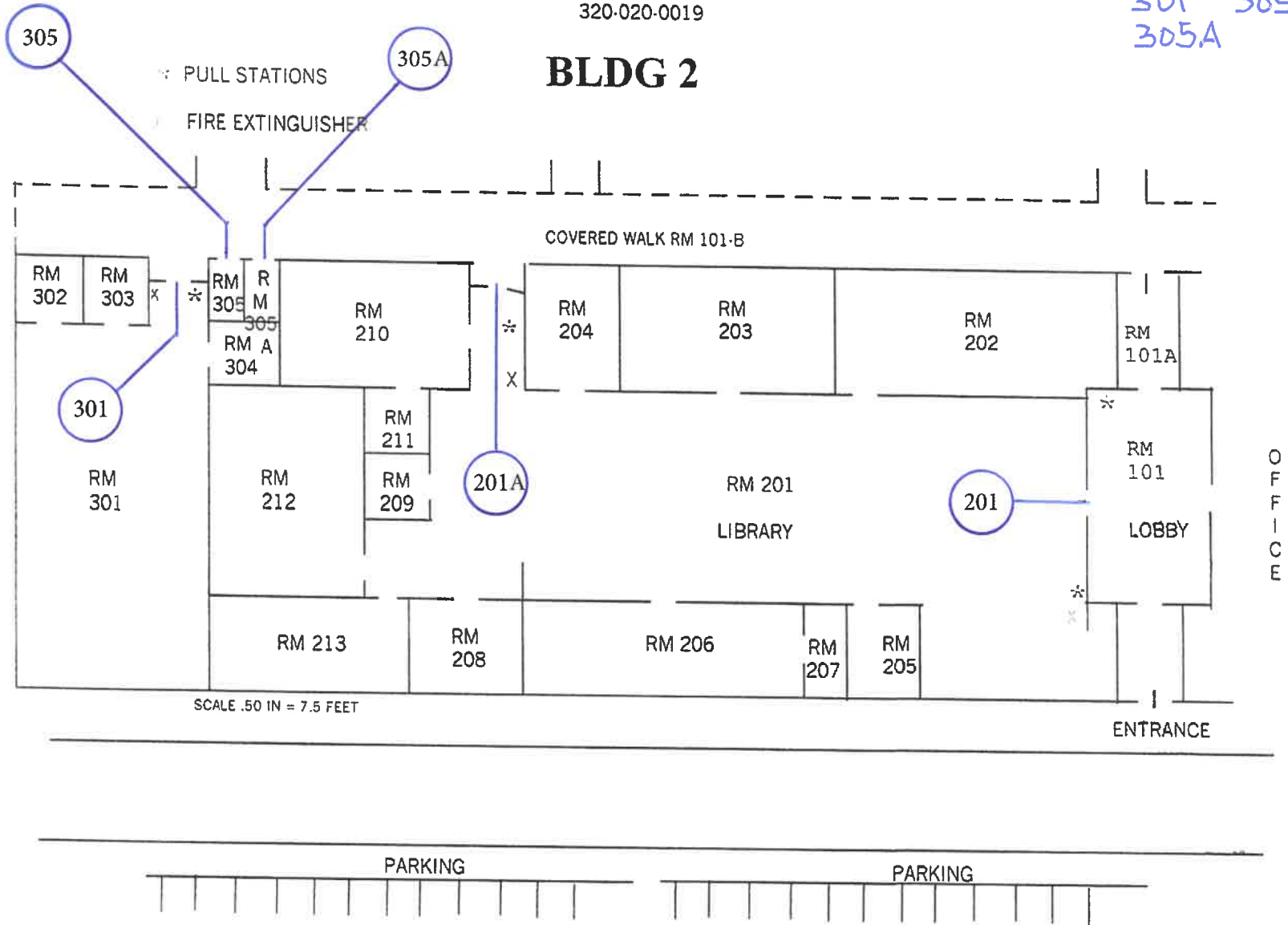


HAVANA MIDDLE SCHOOL

320-020-0019

Doors: 201 201A
301 305
305A

BLDG 2

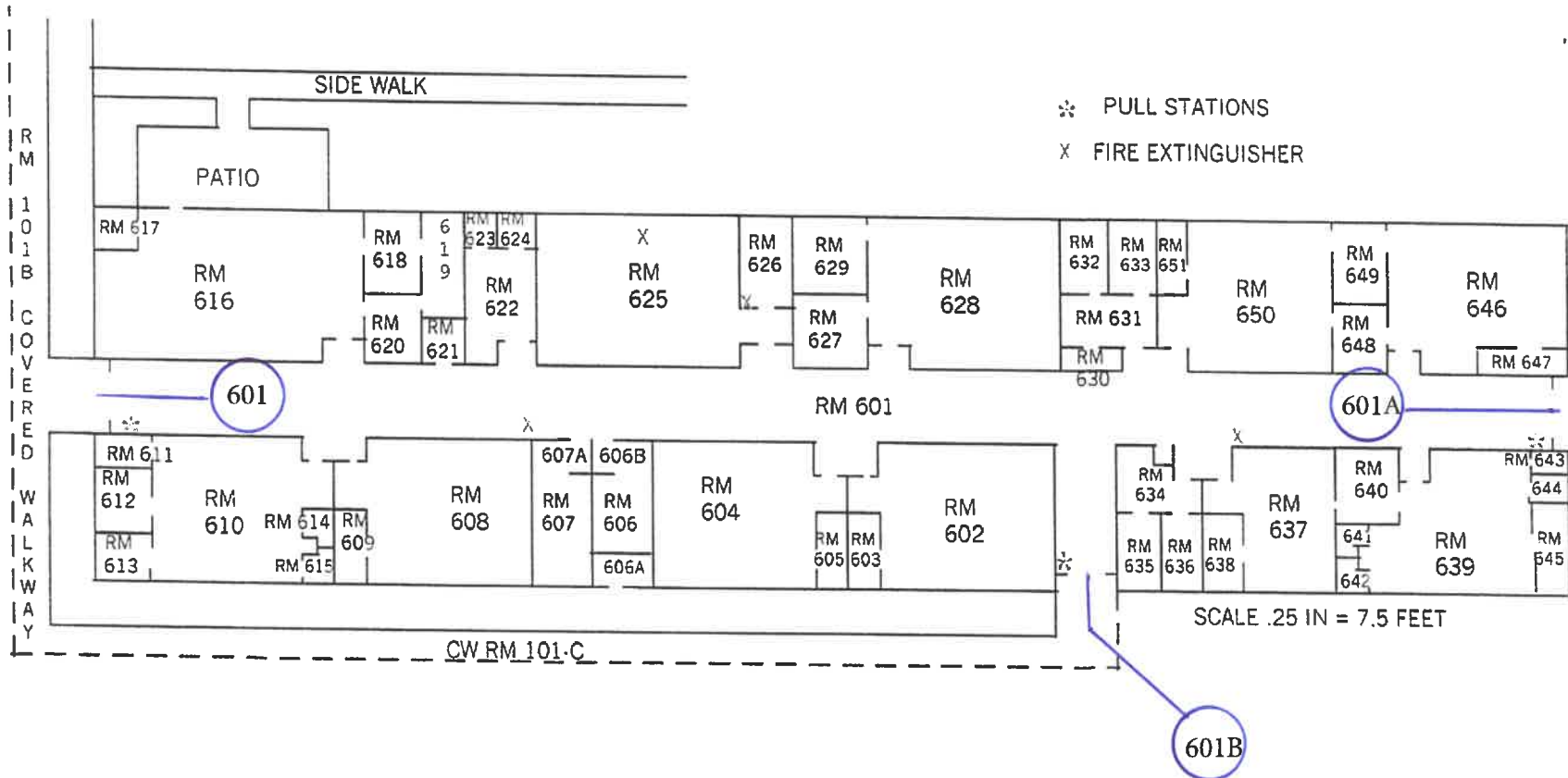


DOORS: 601
601 A
601 B

HAVANA MIDDLE SCHOOL

320-020-0019

BLDG 6



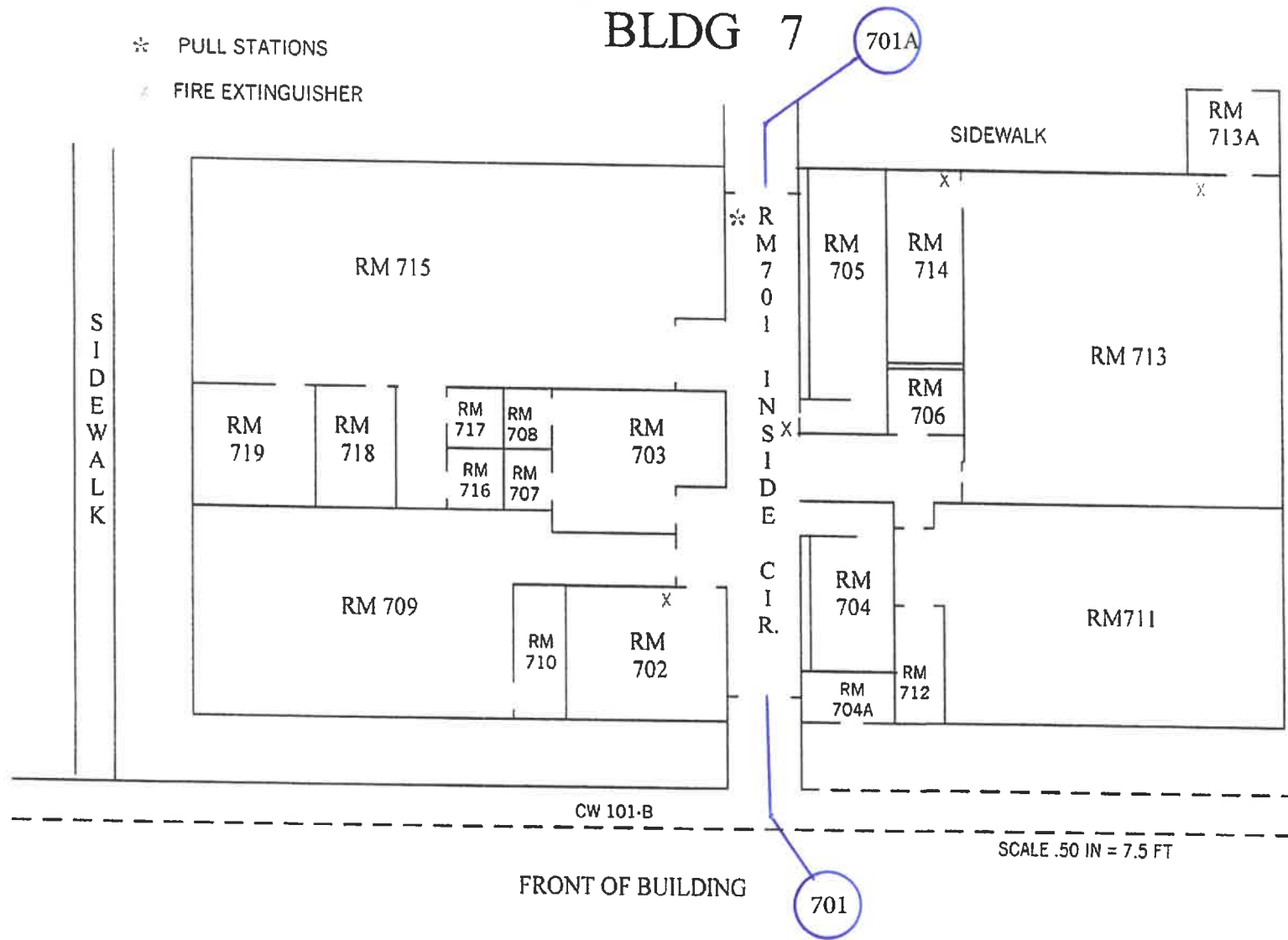
HAVANA MIDDLE SCHOOL

320-020-0019

Doors: 701
701A

BLDG 7

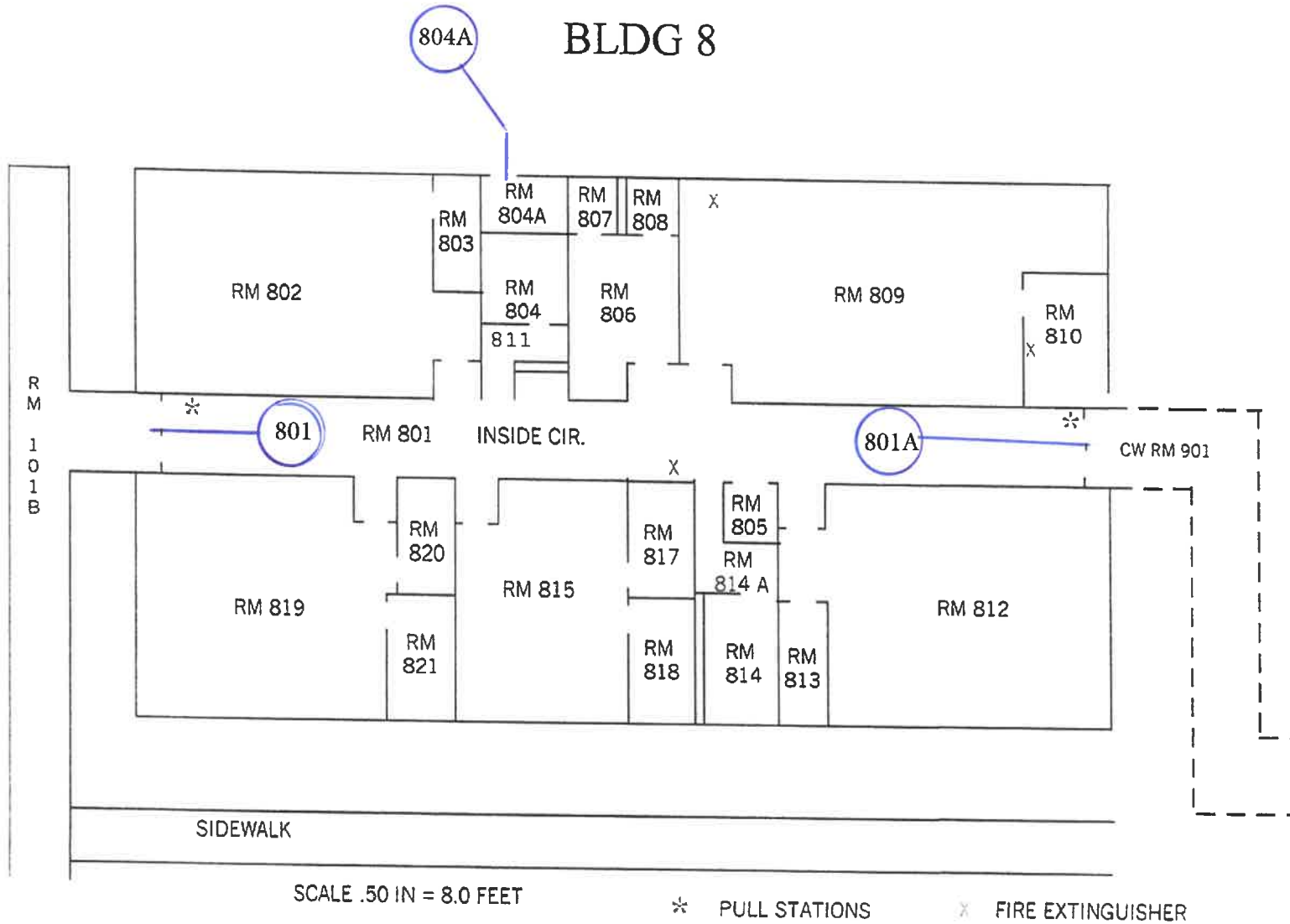
- * PULL STATIONS
- x FIRE EXTINGUISHER



HAVANA MIDDLE SCHOOL

320-006-0006

BLDG 8



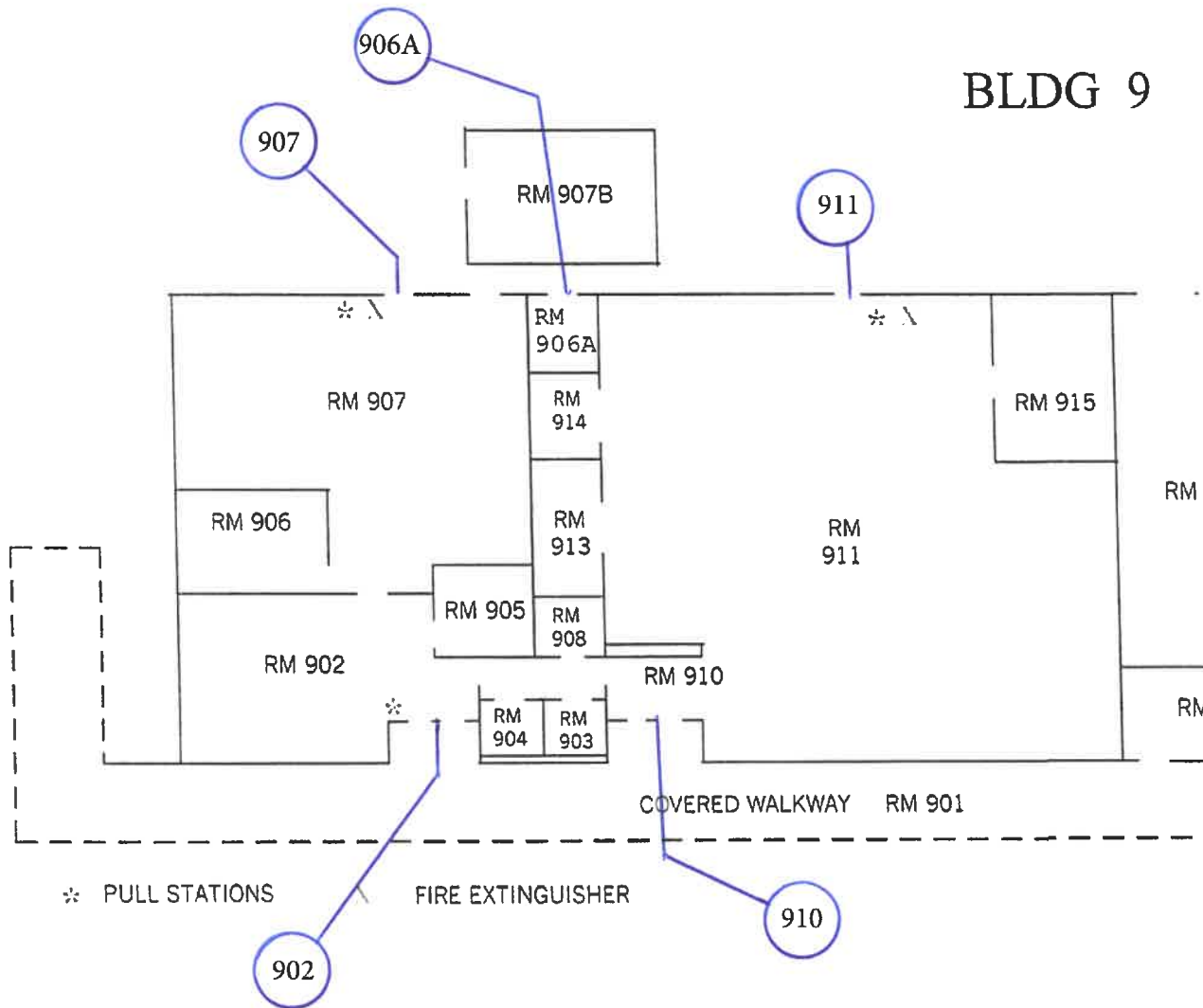
HAVANA MIDDLE SCHOOL

320-006-0006

Doors:

902
907
906A
910
911

BLDG 9



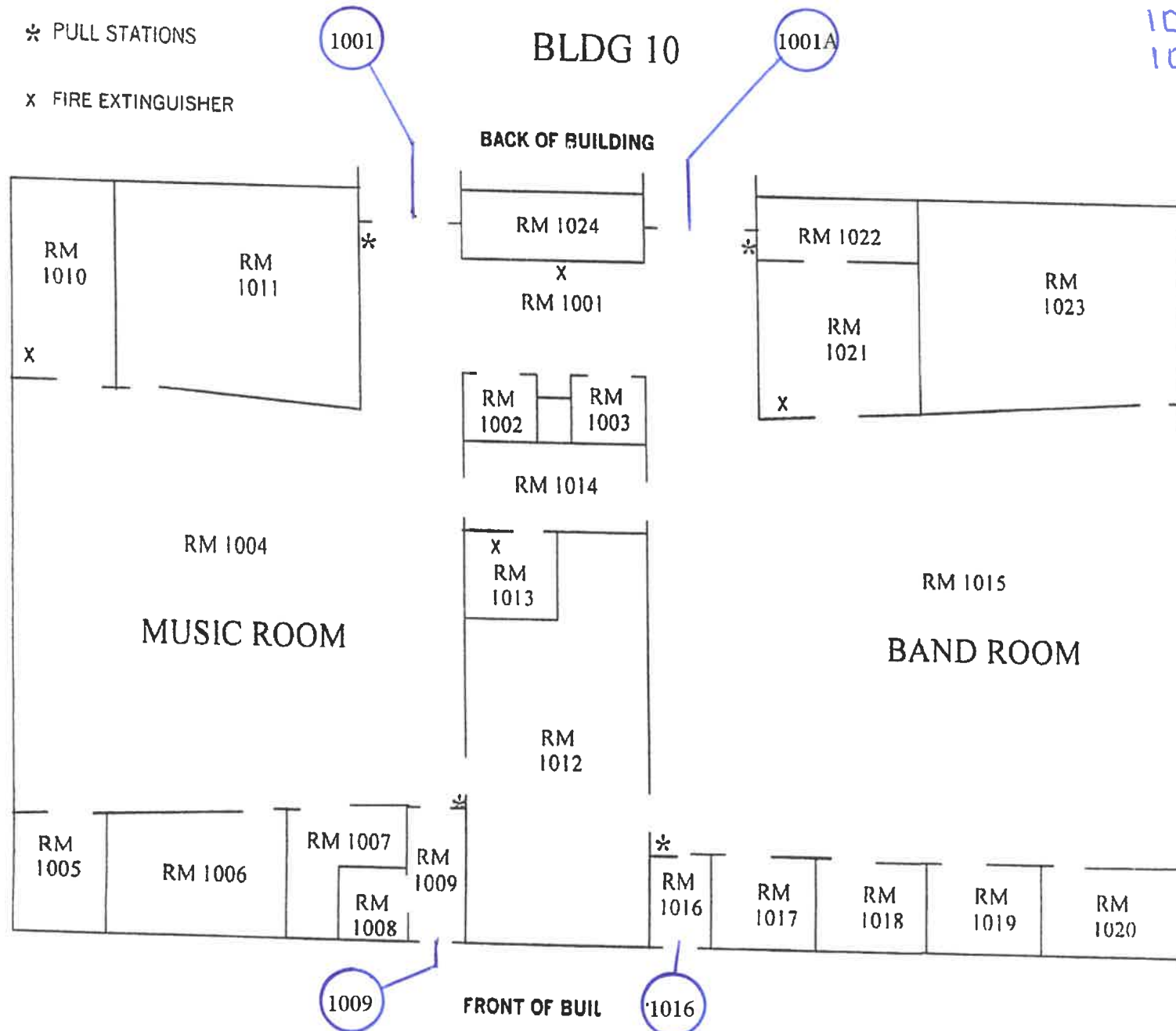
HAVANA MIDDLE SCHOOL

320-020-0019

Doors: 1001
1001A
1009
1016

* PULL STATIONS

x FIRE EXTINGUISHER

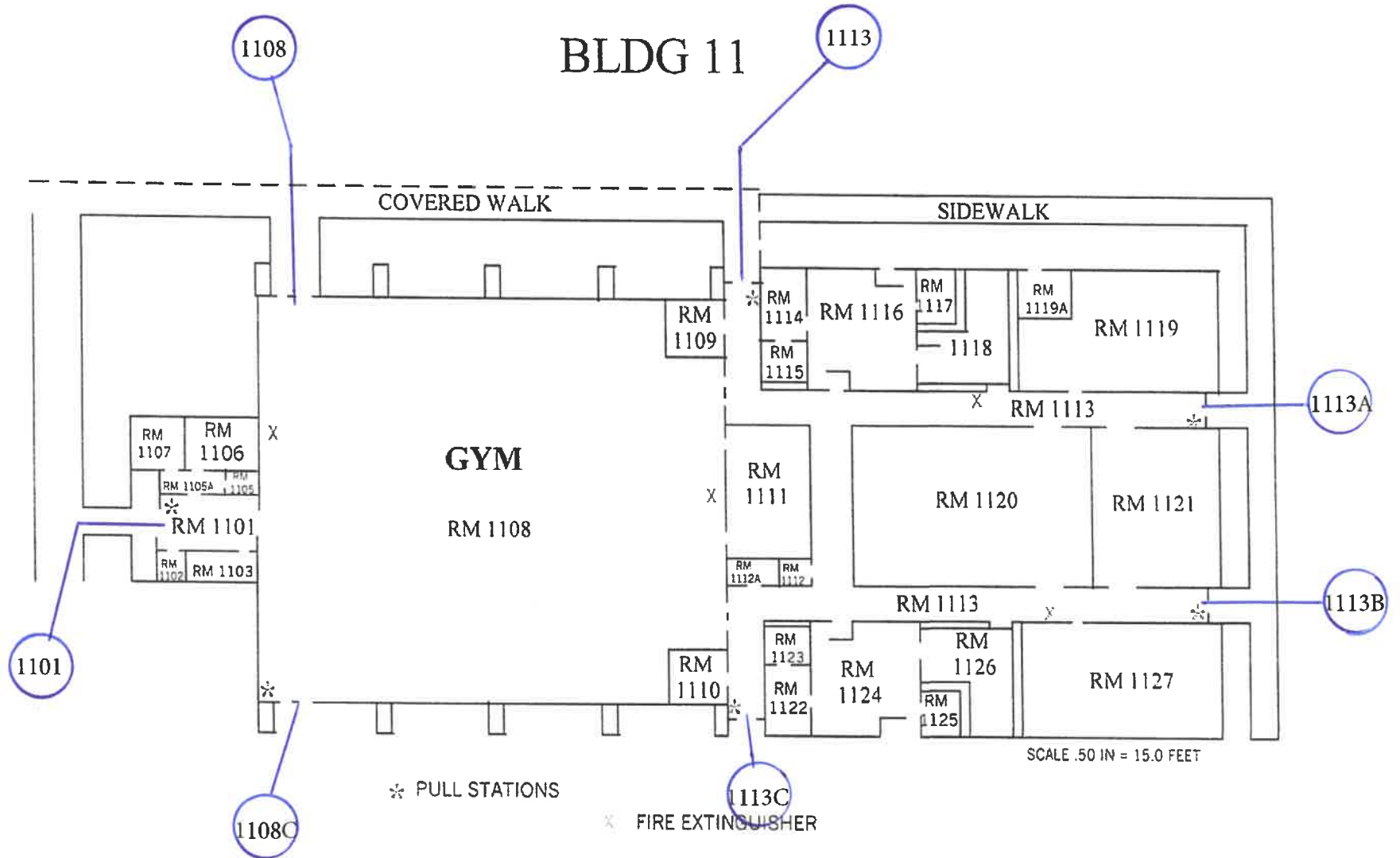


Doors: 1101 1108
 1108C 1113
 1113A 1113B
 1113C

HAVANA MIDDLE SCHOOL

320-020-0019

BLDG 11

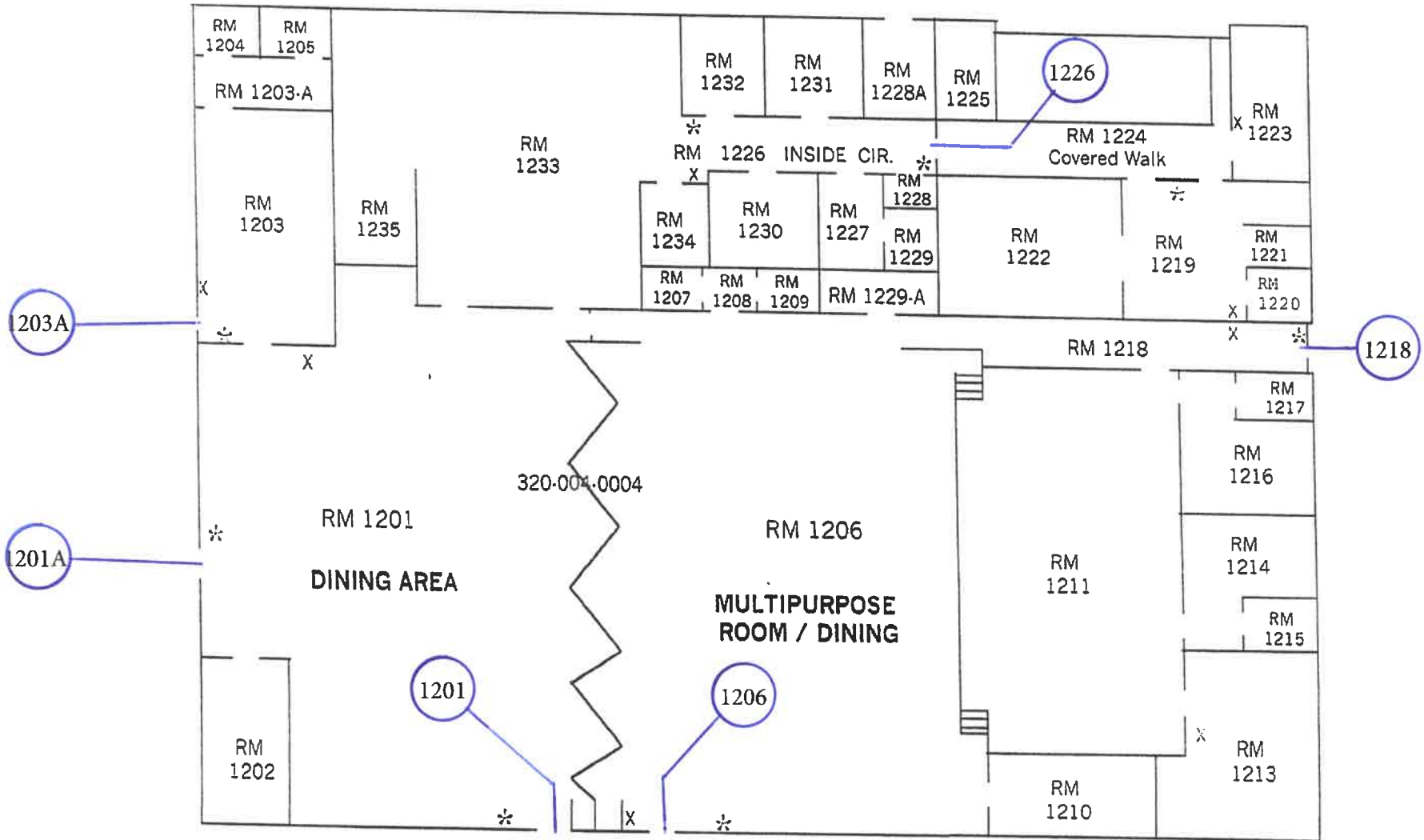


Doors: 1201 1201A 1203A 1206 1218 1226

HAVANA MIDDLE SCHOOL

320-020-0019

BLDG 12



SCALE .50 IN = 7.5 FEET

* PULL STATIONS

X FIRE EXTINGUISHER

B. Hardware Schedule

Set # 1	
Qt.	Description
-	Steel Jamb, 6' opening
1 Pair	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 Full Light Glass w/Glass
2	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CR 907 Mullion USP 84"
2	Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
2	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #1:

102	101A	201							
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Set # 2	
Qt.	Description
-	Steel Jamb, single door
1	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #2:

103	124	401	907	911	1016	1218			
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Set # 3	
Qt.	Description
-	Steel Jamb, single door
1	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass LHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #3:

119	134	301	1009	1203A					
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Set # 4	
Qt.	Description
-	Steel Jamb, 6' opening
1 Pair	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
2	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CR 907 Mullion USP 84"
2	Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
2	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #4:

201A	601	601A	601B	701	701A	801	801A	902	910
1001	1001A	1201	1201A	1206					

Set # 5	
Qt.	Description
-	Steel Jamb, single door
1	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 LHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #5:

305	305A								
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Set # 6	
Qt.	Description
-	Steel Jamb, single door
1	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 RHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #6:

804									
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Set # 7		Qt.	Description
		-	Steel Jamb, 6' opening
		1 Pair	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
		2	Pemko CFM83HD CLR Continuous Hinge
		1	Corbin Russwin CR 907 Mullion USP 84"
		2	Corbin Russwin ED 5200
		2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
		2	Pemko 216 AV 36" Mill Finish Door Bottom
		1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #7:

1108	1108C								
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Set # 8		Qt.	Description
		-	Steel Jamb, 6' opening
		1 Pair	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
		2	Pemko CFM83HD CLR Continuous Hinge
		1	Corbin Russwin CR 907 Mullion USP 84"
		2	Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic Less Cylinder
		2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
		1	Pemko 271A 72" Mill Finish Threshold
		2	Pemko 216 AV 36" Mill Finish Door Bottom
		1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #8:

1226									
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Set # 9		Qt.	Description
		-	Steel Jamb, 6' opening
		1 Pair	HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
		2	Pemco S88 84"
		2	Pemko CFM83HD CLR Continuous Hinge
		1	Corbin Russwin CR 907 Mullion USP 84"
		2	Corbin Russwin ED 5200 TH955ET M54 m107 630 Rim Panic w/ 0 Bitted N4 Cylinder
		2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
		2	Pemko 216 AV 36" Mill Finish Door Bottom
		1	Pemko 2005 AV 72" Threshold
		1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #9:

1101	1108	1108C	1113	1113A	1113B	1113C	1113C		
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End of Part Three

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
 35 Martin Luther King Jr. Blvd.
 Quincy, Florida 32351

Solicitation Addendum No. 1

Date: 5/24/2021

RFP No. 2021-0002

Project Name: HMS Door Replacement Project Phase I

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	I saw that Steelcraft was used in specs for preferred hollow metal manufacturer. We aren't a steelcraft dealer and wanted to confirm that Ceco hollow metal doors and frames can be used instead. I've attached a cutsheet with tech data for the doors and frames.
	A	Following the same specifications, Ceco HMD and Frames are an acceptable equal.
2	Q	Door 804a in the Havana Magnet school calls for a flush door in the construction documents, however the existing door has a full louver. Should door be priced using a full louver or is the door to be flush?
	A	Door 804A should be priced as a flush door with no louver.
3	Q	Are the exterior doors required to have windstorm labels(hurricane labels)
	A	The intent is for all doors and hardware, only in hardware set No. 9, to be listed and labeled for Hurricane protection as required for shelter compliance.
4	Q	
	A	The Proposal Due Date has changed from June 7, 2021 to June 8, 2021. A copy of the revised schedule is attached.
5	Q	
	A	
6	Q	
	A	


 Preparer's Name

5/24/2021
 Date

 Authorizing Agent

 Date

NOTE: This document must be signed and included with your Bid

SCHEDULE OF EVENTS (REVISED 5/24/2021)

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>5/7/2021</u>	<u>8:00 am</u>
Last day for written inquiries	<u>5/21/2021</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>5/26/2021</u>	<u>5:00 pm</u>
Proposal due date	<u>6/8/2021</u>	<u>1:45 pm</u>
Proposal opening	<u>6/8/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>6/8/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>6/22/2021</u>	<u>6:00 pm</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9g

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Request to Award RFP 2021-0003 Door Replacement Project and Request for Purchase Order

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: Request for Board approval for the awarding of RFP 2021-0003 Door Replacement Project-Greensboro Elementary and the approval of a purchase order. This project includes the provision of labor and materials to remove the existing doors and install new doors and related hardware at select locations at Greensboro Elementary. The purchase order is requested to be issued to Moore Doors and Specialties, Inc. in the amount of \$105,975.00. Attached are the following: results of the two opened proposals, the submitted price sheet from Moore Doors and Specialties, Inc., a copy of the RFP and a copy of Addenda #1.

FUND SOURCE: to be determined

AMOUNT: \$105,975.00

PREPARED BY: William Hunter 

POSITION: Facilities Director

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:

Bid Opening Sheet for ITB 2021-0002 HMS Door Replacement Project

Name of Firm	Cover page	Insurance	Bonding	Addendum	Drug free work place	Public Crime Statement	Minority Business	Debarment	Conflict of Interest	Vendor Registration	Bid Form	Meets Mandatory Requirements	Comments
GES													
Sheffield Builders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 143,000.00
Moore Doors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 105,975.00
HMS													
Sheffield Builders	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 147,100.00
Moore Doors	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 146,575.00

Proposals opened by: Andrew P. ... Opening witnessed by: NEA ...

BID DOOR REPLACEMENT PROJECT – GREENSBORO ELEMENTARY SCHOOL

Moore Doors & Specialties, Inc.

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: Moore Doors & Specialties

Office: 850-671-3360
Cell: 850-294-6488
E-mail: dfraser@mooredoors.com

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled " Greensboro Elementary School Door Replacment " dated 05/07/2021 as prepared by _____ I have also received the following Addenda numbers One, _____, _____, _____, _____, _____, and have included their provisions in my proposal. I have examined all the Project Documents and the site and submit the following BID. \$ 105,975.00

Set # 1	\$ <u>4,035.00</u>	Set # 2	\$ <u>1,305.00</u>	Set # 3	\$ <u>1,305.00</u>	Set # 4	\$ <u>4,035.00</u>
Set # 5	\$ <u>1,405.00</u>	Set # 6	\$ <u>1,405.00</u>	Set # 7	\$ <u>4,160.00</u>	Set # 8	\$ <u>1,870.00</u>
Set # 9	\$ <u>1,870.00</u>						

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written "Notice to Proceed" and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 8th day of June, A.D., 20 21.



Authorized Signature

(SEAL)

06/08/2021
Date

*Request for Proposals (RFP)
For the*

Gadsden County School District's

***DOOR REPLACEMENT PROJECT
Greensboro Elementary School***



Located at
1210 Kemp Rd., Havana, FL 32333,
Gadsden County Florida

Date Issued: 5/7/2021

Date Due: 6/7/2021

RFP Number: 2021-0003

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287 , E-mail: lawsona@gcpsmail.com

ADVERTISEMENT

The Gadsden County School Board

Is seeking qualified Door and Hardware Contractors to provide full, turnkey service for the following: The Greensboro Elementary School door replacement project.

The purpose of this solicitation is to establish a contract with a qualified Door & Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The project includes the removal of old and the installation of new doors and associated hardware for a complete turnkey job.

Proposers must meet the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Properly insured
4. Bondable
5. Bid Bonds are required on all projects \$25,000 and over

A bid package containing the Project Documents may be picked up at the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Participants must thoroughly familiarize themselves with all instructions in the bid package to be responsive.

Proposals must be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **6/7/2021**. Proposal will be opened on **6/7/2021** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Please direct all questions by e-mail to: Andrea Lawson, E-mail: lawsona@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

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Proposal opening	<u>6/7/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>6/7/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>6/22/2021</u>	<u>6:00 pm</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS' Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
 - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed, emailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors must be submitted to the District for approval prior to the first payment.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
 - A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.
 - B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.

- C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify the RFP in any way.
 - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the RFP shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend the RFP prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the RFP may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

- A. **Bid Bonds:** The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
- B. **Performance and Payment Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05.*
1. For Work \$100,000 and above, a payment and performance bond shall be required unless specified otherwise.
 2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 4. **When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.**
 5. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- C. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department

of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*

- a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
 - 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
 - 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
 - A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
 - 1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.
 - A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.
 - 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law

Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
 1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.

- 1.25 **Direct Purchase:** If requested, the proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS shall be allowed to purchase any number of items it chooses to directly, as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete and signed Package as specified on page two (2).
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.

- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- B. The review committee will select one Contractor to recommend to the Board for award and reserves the right not to base award exclusively on price.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.

A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.

1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

End of Part One

PART 2 – RFP REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper or same size electronically in PDF formatting, arranged in the same order as listed in this RFP. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (5 points)** The cover page shall identify
 - 1. Company Name
 - 2. Due date and time
 - 3. RFP number
 - 4. The Owner's name, Gadsden County School Board
 - B. **Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page if applicable and if available a BBB report.
 - C. **Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of the project.
 - D. **Addendum to Bid: (5 points)** Print and sign all addenda.
 - E. **Drug Free Work Place Form: (5 points)** Include a signed copy.
 - F. **Public Entity Crimes Form: (5 points)** Include a signed copy.
 - G. **Minority and Woman Owned Businesses Form: (5 points)** Include a signed copy.
 - H. **Debarment Certification Form: (5 points)** Include a signed copy.
 - I. **Conflict of Interest Form: (5 points)** Include a signed copy.
 - J. **Vendor Registration/W-9 Form: (5 points)** Include a signed copy.
 - K. **Bid Proposal Form: (50 points)**
- 2.2 Once the proposal is ready to submit, it should be sealed in an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the envelope or box using the label provided herein. The number of proposal copies is specified in section 1.27.
- 2.3 Include in the Bid Proposal Form individual cost for each door set that includes materials, and labor.
- 2.4 **Substitutions:** Any substitutions must be submitted and approved by the Owner prior to submitting proposal. Sufficient information must accompany the request for substitution.
- 2.5 **Required Forms:**

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	_____
	A	_____
2	Q	_____
	A	_____
3	Q	_____
	A	_____
4	Q	_____
	A	_____
5	Q	_____
	A	_____
6	Q	_____
	A	_____
7	Q	_____
	A	_____
8	Q	_____
	A	_____

Preparer's Name

Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid

FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

FORM 00451

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for:

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

3. My name is _____ and my relationship to the entity named above is _____ (title).

4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. 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 the state or of the United States with the legal power to enter into a binding contract 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.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in 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 And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____

Notary Public

My Commission expires: _____

FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words, and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) "Small business" means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) "Minority Business Enterprises" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) "Minority person" means a lawful, permanent resident of Florida who is:
 - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

FORM 00453**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT
Suspension, Ineligibility, and voluntary exclusion
Lower tier covered transactions

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The Prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Printed Names and Title

Signature

Date

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (Title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, _____, _____, _____

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the dame services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
Printed Name _____
Firm Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public - State of _____
Type or print name: _____

(Seal)

Commission No.: _____
Commission Expires: _____

Form W-9 (Rev. October 2007) 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.
--	--	---

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :	OR Employer identification number : : :
---------------------------------------	---

Part II Certification

Under penalties of perjury, I certify that:

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

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	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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).
- Certify that you are not subject to backup withholding, or
- 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID DOOR REPLACEMENT PROJECT – GREENSBORO ELEMENTARY SCHOOL

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: _____

Office: _____
Cell: _____
E-mail: _____

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled “_____”
dated _____ as prepared by _____. I have also received the
following Addenda numbers _____, _____, _____, _____, _____, _____, and have included their provisions in my proposal.
I have examined all the Project Documents and the site and submit the following BID. \$ _____

Set # 1 \$ _____ Set # 2 \$ _____ Set # 3 \$ _____ Set # 4 \$ _____
Set # 5 \$ _____ Set # 6 \$ _____ Set # 7 \$ _____ Set # 8 \$ _____
Set # 9 \$ _____

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____, A.D., 20_____.

Authorizing Signature

(SEAL)

Date

FORM 00457

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent's office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		

Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	

End of Part Two

PART 3 – GENERAL REQUIREMENTS

3.1 **Summary:** The purpose of this solicitation is to establish a contract with a qualified Door and Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The proposal shall include all specified or implied materials and equipment necessary for a complete turnkey installation.

3.2 **Scope of Work:** General requirements for the scope of work include:

- A. **Hours:** It shall be assumed, all work taking place during active school hours will be coordinated around student activities. Disruptive work will be scheduled outside normal school hours.
- B. **Safety and Security:** The Safety and Security of the immediate work site shall be the Contractor's responsibility. While the Owner will make every effort to work with the Contractor, there will be times such as change of class where the Contractor will be required to pause work to allow student traffic.
 - 1. On site materials do not become the responsibility of the Owner until fully installed.
 - 2. On-site storage will be allowed only in Owner designated areas and shall be fenced.
 - 3. The Contractor shall assure project doors can be secured at the end of each day before leaving the site.
- C. **Demolition:** This project includes demolition and disposal of existing doors and associated hardware as specified elsewhere.
 - 1. The Contractor shall be required, prior to the disposal, to remove all hardware from doors and turn over to the Owner to salvage any useful items. Hardware not salvaged by the Owner will be disposed of by the Contractor.
- D. **Installation:** The Contractor will work with the Owner in retrofitting the existing door openings. The contractor shall demonstrate satisfactory operation of the doors and hardware prior to final payment. All inspections shall be performed by the Director of Facilities for the Gadsden County School Board or his designee.
 - 1. It shall be the contractor's responsibility to remove and reinstall any security system contacts or wiring that may be involved in the door replacement.
- E. **Toilet Facilities: Use of the schools restrooms is strictly prohibited.** The Contractor shall provide temporary toilet facilities for their workers. Location shall be coordinated with the Owner.
- F. **Site Cleanup:** Site cleanup shall be done daily. The Contractor is responsible for providing their own dumpster. **Use of the schools dumpster is strictly prohibited.**

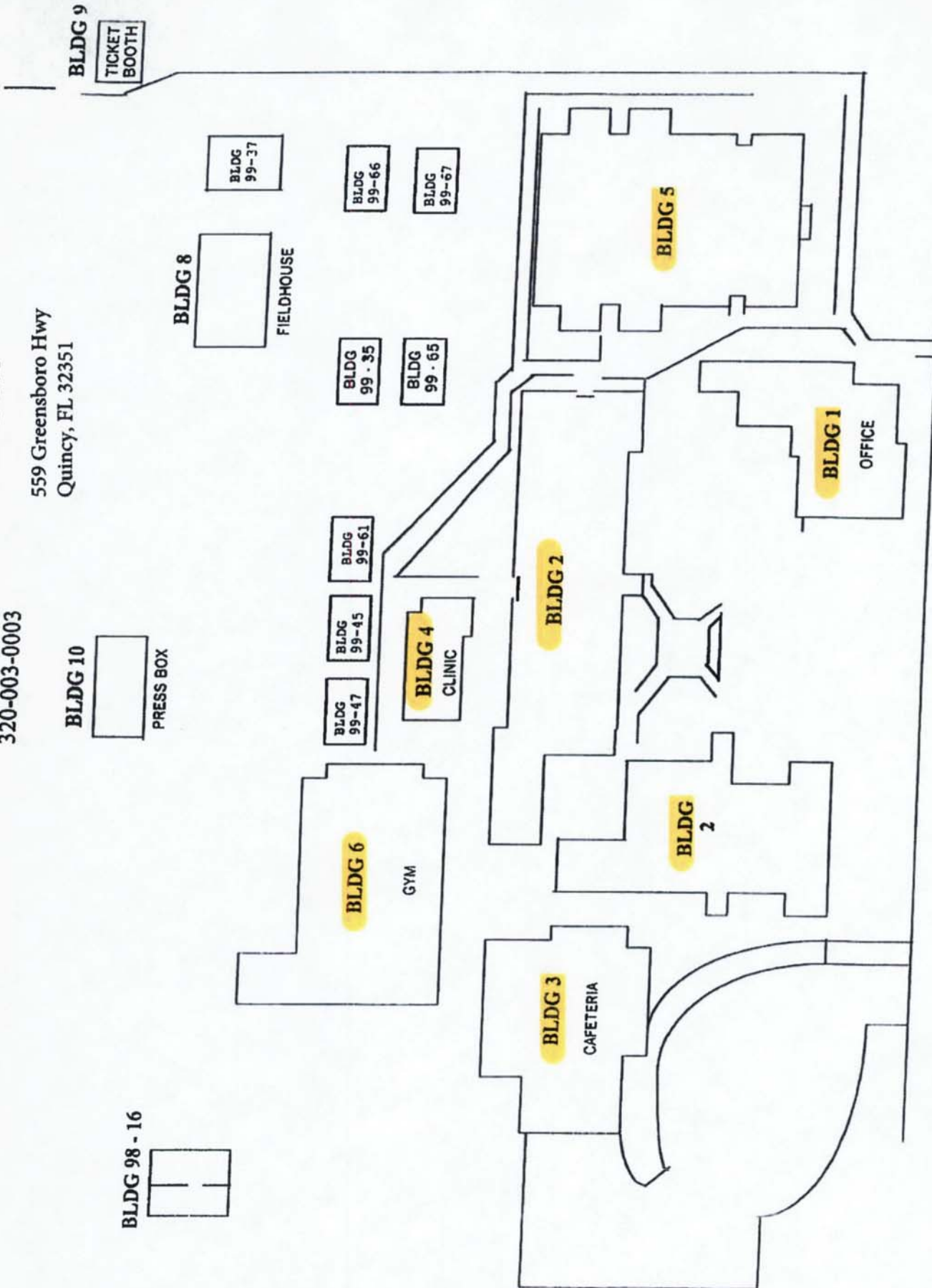
3.3 **Project Specifications:**

- A. **Door Schedule**

GREENSBORO ELEMENTARY SCHOOL

320-003-0003

559 Greensboro Hwy
Quincy, FL 32351



SCALE .50 IN = 35.0 FEET

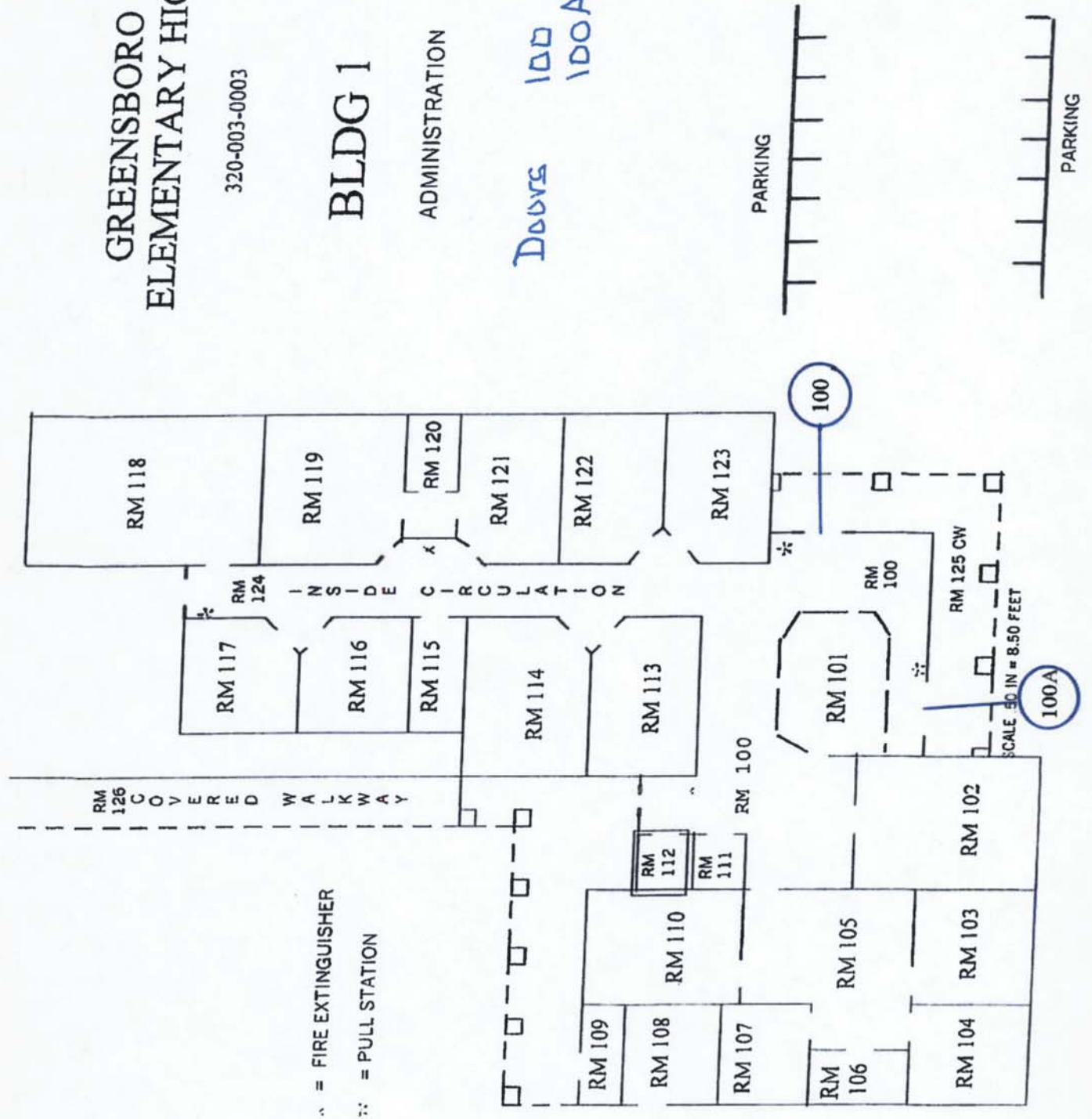
GREENSBORO
ELEMENTARY HIGH

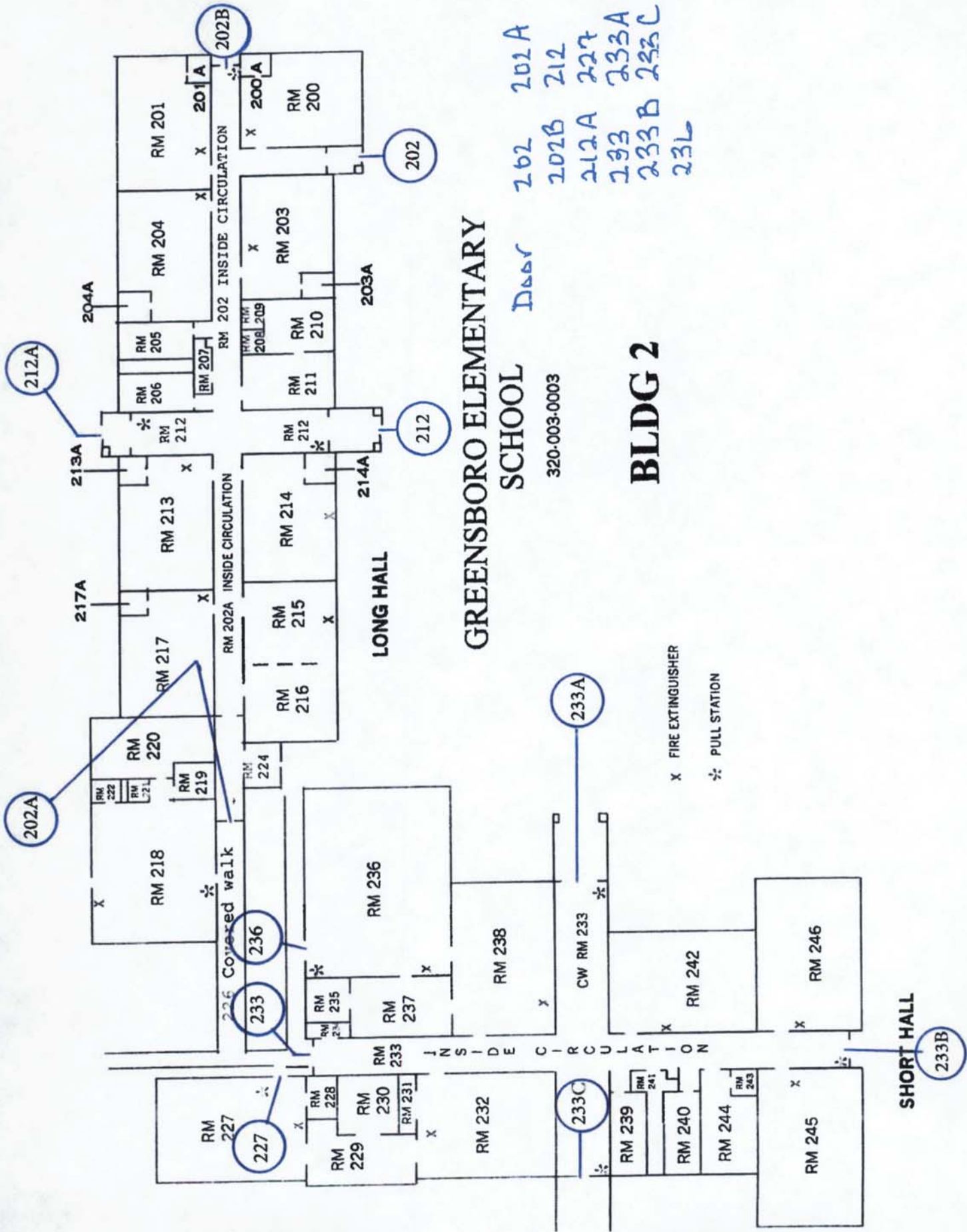
320-003-0003

BLDG 1

ADMINISTRATION

DOORS 100
100A





Door

202A	202B	202C	202D	202E	202F
212A	212B	212C	212D	212E	212F
233A	233B	233C	233D	233E	233F

GREENSBORO ELEMENTARY SCHOOL

320-003-0003

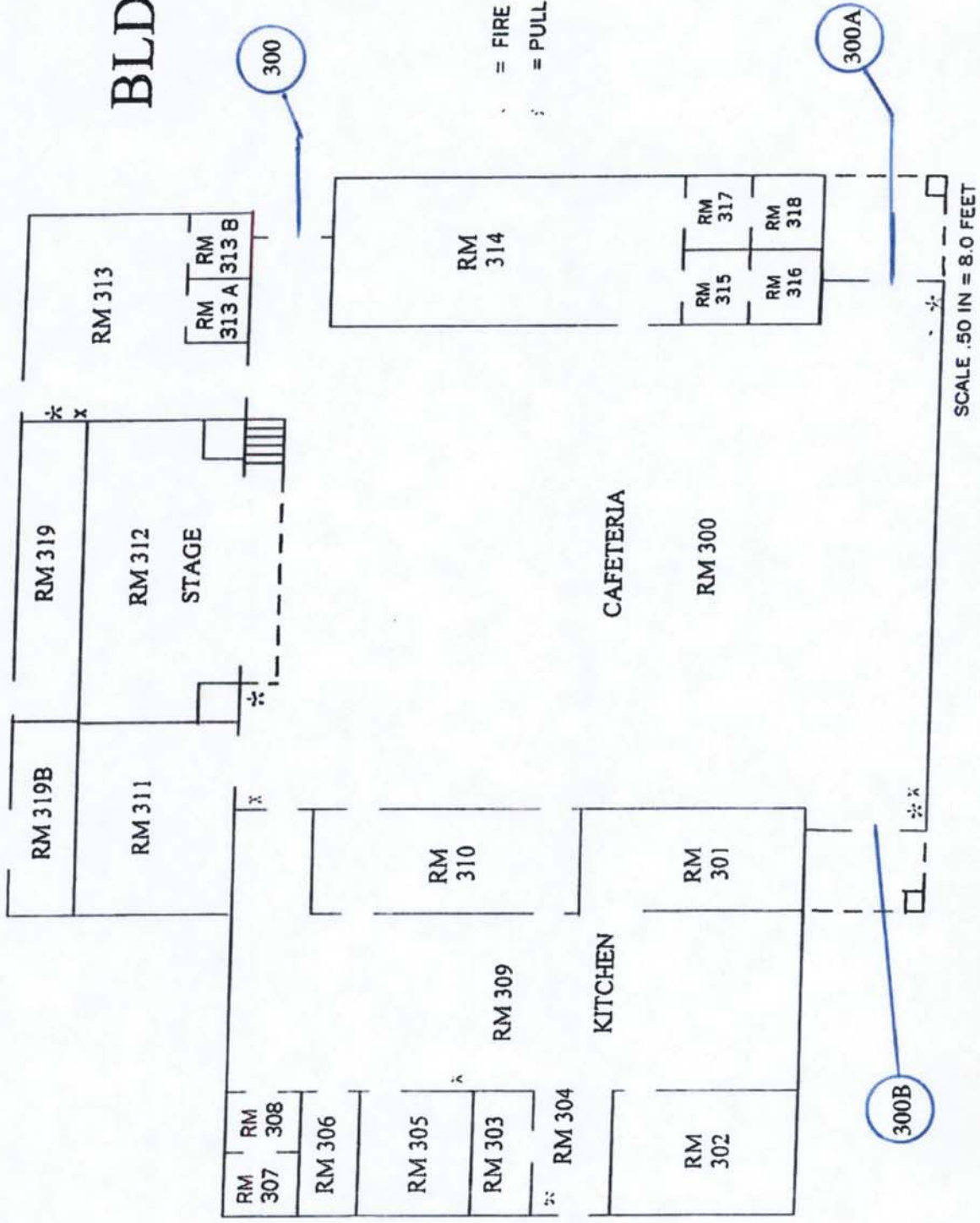
BLDG 2

Doors: 300
 300 A
 300 B

GREENSBORO ELEMENTARY SCHOOL

320-003-0003

BLDG 3



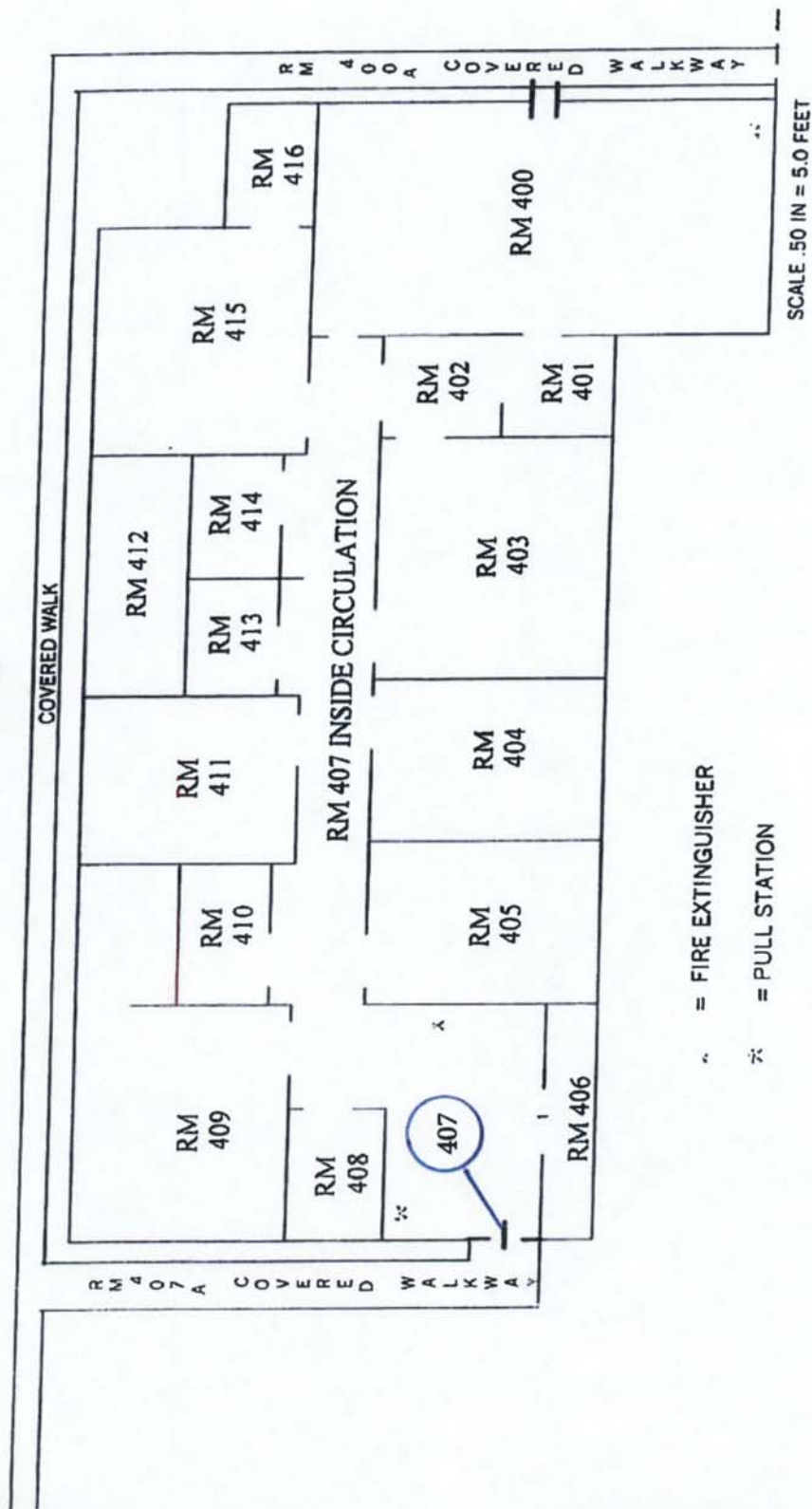
SCALE .50 IN = 8.0 FEET

GREENSBORO ELEMENTARY SCHOOL

320-003-0003

Doors: 407

BLDG 4 CLINIC



516
516A
507A
514A

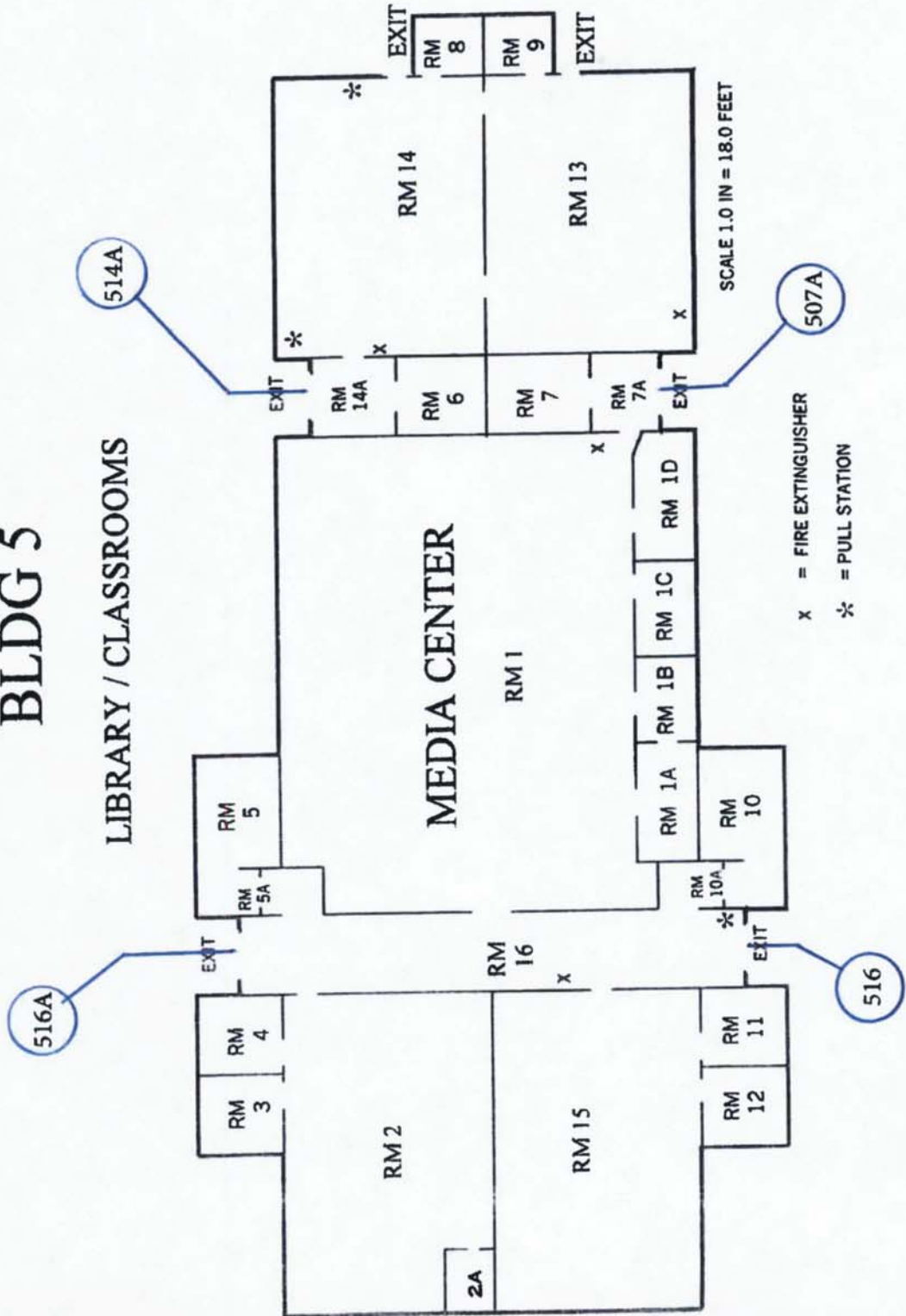
Doors:

GREENSBORO ELEMENTARY SCHOOL

320-003-0003

BLDG 5

LIBRARY / CLASSROOMS



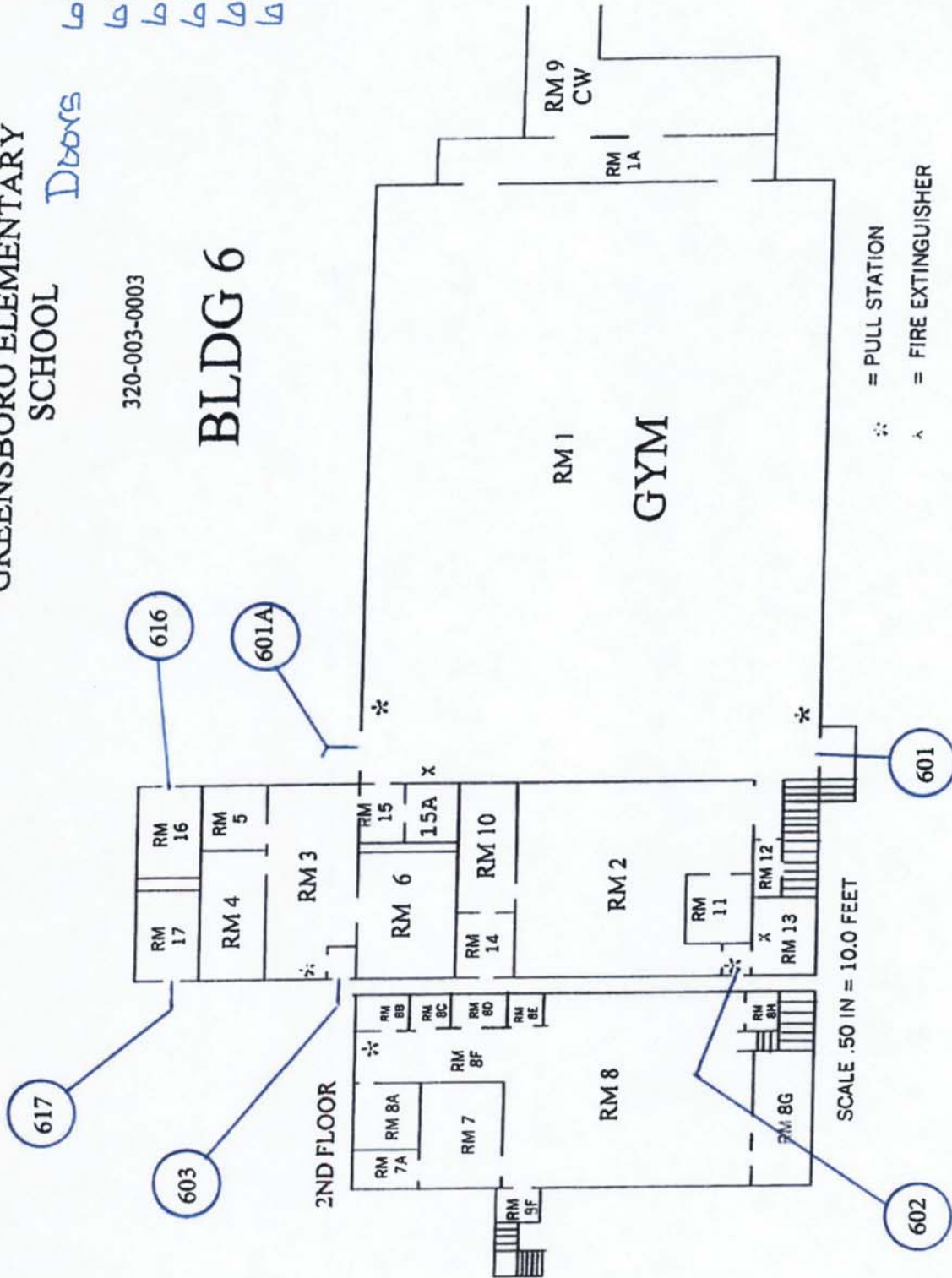
GREENSBORO ELEMENTARY SCHOOL

Doors

601
601A
602
603
616
617

320-003-0003

BLDG 6



B. Hardware Schedule

Set # 1	Qt.	Description
-		Aluminum Jamb REMAINS, 6' opening
1 Pair		HMD 18 GA 1 3/4, 6-0 x 6-8 GALV, A60 w/4" x 24" Light w/Glass RHR
2		Pemko CFM79HD CLR Continuous Hinge
1		Corbin Russwin CR 907 Mullion USP 84"
2		Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
2		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
2		Pemko 216 AV 36" Mill Finish Door Bottom
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #1:

100	100A	202	202A	202B	212	212A	224	233	233A
233B	233C	300	300A	300B	407				

Set # 2	Qt.	Description
-		Aluminum Jamb REMAINS, single door
1		HMD 18 GA 1 3/4, 6-0 x 6-8 GALV, A60 w/4" x 24" Light w/Glass LHR
1		Pemko CFM79HD CLR Continuous Hinge
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1		Pemko 216 AV 36" Mill Finish Door Bottom
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #2:

218	227								
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Set # 3	Qt.	Description
-		Aluminum Jamb REMAINS, single door
1		HMD 18 GA 1 3/4, 6-0 x 6-8 GALV, A60 w/4" x 24" Light w/Glass RHR
1		Pemko CFM79HD CLR Continuous Hinge
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1		Pemko 216 AV 36" Mill Finish Door Bottom
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #3:

236									
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Set # 4	Qt.	Description
-		Steel Jamb REMAINS, 6' opening
1 Pair		HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
2		Pemko CFM83HD CLR Continuous Hinge
1		Corbin Russwin CR 907 Mullion USP 84"
2		Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
2		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
2		Pemko 216 AV 36" Mill Finish Door Bottom
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #4:

516	516A	514	507A						
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Set # 5	Qt.	Description
-		REMOVE & REPLACE Steel Jamb, 3' opening
1		Steelcraft F, 16GA, 4(1 3/4"), 5 3/4", 3-0 x 6-8, RH frame, CYL(2 3/4" strike prep), 3 hinge prep
1		HMD 18 GA 1 3/4, 3-0 x 6-8 GALV, A60, LHR 3 hinge prep
Set of 3		McKinney MPB, 4 1/2" x 4 1/2", US32D NRP full mortise butt hinge for exterior outswing doors
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin CL3355 NZD 626 classroom w/ 0 Bitted Core
1		Pemko 271A 36" Mill Finish Threshold
1		Pemko 216 AV 36" Mill Finish Door Bottom

Doors with Set #5:

616									
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Set # 6	Qt.	Description
-		REMOVE & REPLACE Steel Jamb, 3' opening
1		Steelcraft F, 16GA, 4(1 3/4"), 5 3/4", 3-0 x 6-8, LH frame, CYL(2 3/4" strike prep), 3 hinge prep
1		HMD 18 GA 1 3/4, 3-0 x 6-8 GALV, A60, RHR 3 hinge prep
Set of 3		McKinney MPB, 4 1/2" x 4 1/2", US32D NRP full mortise butt hinge for exterior outswing doors
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin CL3355 NZD 626 classroom w/ 0 Bitted Core
1		Pemko 271A 36" Mill Finish Threshold
1		Pemko 216 AV 36" Mill Finish Door Bottom

Doors with Set #6:

617									
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Set # 7	Qt.	Description
-		REMOVE & REPLACE Wood Jamb, 6' opening
1		Steelcraft F, 16GA, 4(1 3/4"), 5 3/4", 6-0 x 7-0, LH frame, CYL(2 3/4" strike prep), 6 hinge prep
1 Pair		HMD 18 GA 1 3/4, 6-0 x 7-0 GALV, A60 w/4" x 24" Light w/Glass RHR
Set of 6		McKinney MPB, 4 1/2" x 4 1/2", US32D NRP full mortise butt hinge for exterior outswing doors
1		Corbin Russwin CR 907 Mullion USP 84"
2		Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
2		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Pemko 271A 72" Mill Finish Threshold
2		Pemko 216 AV 36" Mill Finish Door Bottom
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #7:

601	601A								
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Set # 8	Qt.	Description
-		REMOVE & REPLACE Steel Jamb, 3' opening
1		Steelcraft F, 16GA, 4(1 3/4"), 5 3/4", 3-0 x 6-8, RH frame, CYL(2 3/4" strike prep), 3 hinge prep
1		HMD 18 GA 1 3/4, 3-0 x 6-8 GALV, A60, LHR 3 hinge prep
Set of 3		McKinney MPB, 4 1/2" x 4 1/2", US32D NRP full mortise butt hinge for exterior outswing doors
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
1		Pemko 216 AV 36" Mill Finish Door Bottom
1		Pemko 271A 36" Mill Finish Threshold
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #8:

602									
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Set # 9	Qt.	Description
-		REMOVE & REPLACE Steel Jamb, 3' opening
1		Steelcraft F, 16GA, 4(1 3/4"), 5 3/4", 3-0 x 6-8, LH frame, CYL(2 3/4" strike prep), 3 hinge prep
1		HMD 18 GA 1 3/4, 3-0 x 6-8 GALV, A60, RHR 3 hinge prep
Set of 3		McKinney MPB, 4 1/2" x 4 1/2", US32D NRP full mortise butt hinge for exterior outswing doors
1		Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1		Corbin Russwin ED 5200 TH955ET M54 630 Rim Panic w/ 0 Bitted N4 Cylinder
1		Pemko 216 AV 36" Mill Finish Door Bottom
1		Pemko 271A 36" Mill Finish Threshold
1 Set		Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with Set #9:

603									
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End of Part Three

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. 1

Date: 5/24/2021

RFP No. 2021-0003

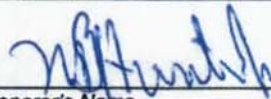
Project Name: GES Door Replacement Project

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	I saw that Steelcraft was used in specs for preferred hollow metal manufacturer. We aren't a steelcraft dealer and wanted to confirm that Ceco hollow metal doors and frames can be used instead. I've attached a cutsheet with tech data for the doors and frames.
	A	Following the same specifications, Ceco HMD and Frames are an acceptable equal.
2	Q	
	A	The Proposal Due Date has changed from June 7, 2021 to June 8, 2021. A copy of the revised schedule is attached.
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	


Preparer's Name

5/24/2021
Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid

SCHEDULE OF EVENTS (REVISED 5/24/2021)

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>5/7/2021</u>	<u>8:00 am</u>
Last day for written inquiries	<u>5/21/2021</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>5/26/2021</u>	<u>5:00 pm</u>
Proposal due date	<u>6/8/2021</u>	<u>1:45 pm</u>
Proposal opening	<u>6/8/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>6/8/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>6/22/2021</u>	<u>6:00 pm</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

SUMMARY SHEET

RECOMMENTATIONS TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Medical Physicals 2021-2022

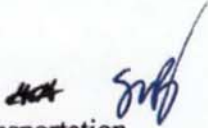
DIVISION: Administration Transportation

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

PURPOSE AND SUMMARY OF ITEM: Recommended physicians to examine Bus Operators and certain personnel for a recommended fee of \$90.00 per examination.

Allied Health & Rehabilitation
Dr. Martine Charles, Doctor of Chiropractic
405 E. Jefferson Street, Quincy, Fl 32351

Cardiology and Internal Medicine
Dr. Helen Nitsios, MD
230 E. Crawford Street, Quincy, Fl 32351

FUND SOURCE: 110
AMOUNT: \$8,100.00
PREPARED BY: Gerald A. Gay 
POSITION: Director of Transportation

INTERNAL INSRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHARIMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

GADSDEN COUNTY SCHOOLS TRANSPORTATION DEPARTMENT

720 S. Stewart Street
Quincy, Florida 32351
850-627-6858 (Phone)
850-875-8895 (Fax)

Mr. Gerald A. Gay
Director of Transportation

Mr. Elijah Key, Jr.
Superintendent of Schools

June 14, 2021

Letter of Interest

Yes, I/We would be interested in being recommended to the Gadsden County School District to conduct Physical Examinations to certain School Board Employees for certain employees of the Gadsden County School District for Fiscal Year 2021-2022.

No, I/We are not interested in conducting physicals for the Gadsden County School District.

Gadsden County School District approval fee:
\$90.00 per Physical Examination
(Billing will be paid via District Purchase Orders)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Allied Health & Rehabilitation Dr. Martine Charles, Doctor of Chiropractic
Physician's Name or Group

177 Salem Court
Tallahassee, Fl 32301
850-328-0424 (Telephone)
850-662-4074 (Fax, Quincy)
850-328-0425 (Fax, Tallahassee)

Signature of Physician or Business Manager 6/14/21
Date

Please mail or fax this form no later than June 16, 2021

Please mail to:
Gerald A. Gay, Director of Transportation *AGG*
Gadsden County School District
720 S. Stewart Street
Quincy, Fl 32351
850-875-8895 (fax)

GADSDEN COUNTY SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

720 S. Stewart Street
Quincy, Florida 32351
850-627-6858 (Phone)
850-875-8895 (Fax)

Mr. Gerald A. Gay
Director of Transportation

Mr. Elijah Key, Jr.
Superintendent of Schools

Date: May 13, 2021

Letter of Interest

Yes, I/We would be interested in being recommended to the Gadsden County School District to conduct Physical Examinations on certain School Board Employees for Fiscal Year 2021-2022.

No, I/We are not interested in conducting physicals for the Gadsden County School District.

Gadsden County School District's approved fee:
\$90 per Physical Examination
(Billing will be paid via District Purchase Order)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Cardiology and Internal Medicine Group of North Fl, PA
Physician's Name or Group (Please print or type)

Dr. Helen Nitsios, MD

230 East Crawford Street, Quincy, FL 32351
Mailing Address

850-627-7600
Telephone

Melanie J Shi
Signature of Physician or Business Manager

5-17-21
Date

Please return this form no later than June 10, 2021

Please mail to:
Mr. Gerald A. Gay, Director of Transportation
Gadsden County School district
720 S. Stewart Street
Quincy, Florida 32351
Or via fax at 850-875-8895

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: June 22, 2021

TITLE OF AGENDA ITEM: Advocacy Committee Representative and Advocacy Committee
Alternate

DIVISION: Administration

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

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

Florida School Boards Association require each district school board to appoint a member to serve on the Advocacy Committee Representative and the Advocacy Committee Alternate (formerly known as the Legislative Committee).

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Elijah Key

POSITION: Superintendent

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 _____

May 27, 2021

Good morning, Board Chairs.

I need your help please! As you know, FSBA's committee leadership terms are July 1 – June 30 with new chair appointments taking office on July 1. It is now time for your upcoming district's Advocacy Committee Representative (formerly the Legislative Committee) and Advocacy Committee Alternate to be selected. **We ask that your district submit the selection for these important roles no later than August 1.** This item will need to be placed on your board agenda.

This very important position *was previously* voted on in November during your organizational meeting, but FSBA changed the format several years ago to align with the legislative calendar. **The Advocacy Committee will begin work in early August and will be appointing its Legislative and Federal subcommittee members by September 1.** You can access the form to submit [HERE](#).

This roles and responsibilities include:

- Participation on this committee with statewide representation (one rep from each school district)
- Interaction with policy makers and stakeholders to promote public education
- The opportunity to be considered to serve on the Legislative or Federal subcommittees
- Monthly meetings (and additional meetings for subcommittees)
- Advocacy and communication leadership
- Reporting advocacy efforts back to your respective boards

To ensure your district has representation on this statewide committee, please make every effort to submit the committee selection and alternate by the deadline.

Please let me know if you have any questions.

Once again, thank you so much for your assistance,

Carolyn

Cc: School Board Support Staff