AGENDA

REGULAR SCHOOL BOARD MEETING

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

September 26, 2023

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. August 22, 2023, 1:00 p.m. School Board Workshop
 - b. August 22, 2023, 4:30 p.m. School Board Financial Workshop
 - c. August 22, 2023, 6:00 p.m. Regular School Board Meeting
 - d. September 7, 2023, 6:00 p.m. Tentative Budget Hearing

ACTION REQUESTED: The Superintendent recommends approval.

- 6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #4**
 - a. Personnel 2023 2024

ACTION REQUESTED: The Superintendent recommends approval.

- 7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS
 - a. 2023 2025 Academic Years Articulation Agreement School Board of Gadsden County, FL and Florida State University SEE PAGE #7

Fund Source: FEFP Amount: Standard State University Tuition Rate Per Credit Hour

ACTION REQUESTED: The Superintendent recommends approval.

b. Contractual Agreement between Gadsden County District Schools and Ethica, LLC - SEE PAGE #17

Fund Source:Title IAmount:\$21,000.00

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

a. Purchase Order Request for United Refrigeration, Inc. – **SEE PAGE #26**

Fund Source:Capital OutlayAmount:\$66,828.57

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Order Request for Pro Playgrounds – SEE PAGE #28

Fund Source:ESSER 3Amount:Bold Step Infant Care - \$103,999.00Chattahoochee Elementary School - \$179,999.00Gadsden Elementary Magnet - \$169,999.00George Munroe Elementary School - \$195,999.00Greensboro Elementary School - \$193,999.00Havana Magnet School - \$199,999.00Stewart Street Elementary School - \$203,999.00

ACTION REQUESTED: The Superintendent recommends approval.

c. Purchase Order Request for Shaw Integrated Solutions – SEE PAGE #132

Fund Source:ESSER 2 Lump SumAmount:Max Walker Administrative Building - \$96,557.03Gadsden County High School - \$44,072.00Building #7 at 655 South Stewart Street - \$25,941.16

ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

a. 2023 – 2024 Controlled Open Enrollment Plan - SEE PAGE #175

Fund Source:FEFPAmount:Undetermined – Based Upon Enrollment

ACTION REQUESTED: The Superintendent recommends approval.

b. Gadsden Technical College Field Trip – SEE PAGE #188

Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 11. SCHOOL BOARD REQUESTS AND CONCERNS
- 12. ADJOURNMENT

THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools 35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760

www.GadsdenSchools.org

September 26, 2023

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 2023-2024

The following reflects the total number of full-time employees in this school district for the 2023-2024 school term, as of September 26, 2023.

Description Per DOE Classification Classroom Teachers and Other Certified Administrators Non-Instructional	DOE Object# 120 & 130 110 150, 160, & 170	#Employees <u>September 2023</u> 308.00 56.00 <u>371.00</u> 735.00
Part Time Instructional Part Time Non Instructional Total		3.00 1.00 4.00
100% Grant Funded Split Grant Funded Total Grant Funded of 735 Employees		$ 234.00 \\ \underline{16.00} \\ 250.00 $

Sincerely,

El jah Key, J

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

Page 4 of 195

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2023/2024

INSTRUCTIONAL

Name_	Location
Bavose Campos Seabra, Carla Eloiza	GEMS
Bowie, Nigel	GCHS
Chisolm, Terrance	HMS
Dix, Dante	GWM
Edwards, Wendell	GCHS
Drummond, Shara	JASMS
Franklin, Onyx	WGMS
Harley, Angelina	GEMS
Jackson, Tameshia	GBES
Johnson, Marlon	GCHS
Joseph, Deandrea	GCHS
Lindsey, Jada	GBES
Mitchell, Cedric	JASMS
Pinkston, Joseif	GCHS
Roberts, Devan	JASMS
Saint-Charles, Christina	GTC
Satchell, Verona	HMS
Talabi, Ademola	GEMS
Valencia, Kayla	GCHS
Zackery, Velma	HMS

NON INSTRUCTIONAL

GCHS CES CES WGMS CES WGMS WGMS District HMS CES Maintenance District/ Finance District District/ HR Transportation Transportation SSES PreK/Headstart

WGMS GBES CES

Location

GCHS WGMS

Position	Effective Date
Teacher	08/03/2023
Teacher	08/03/2023
Teacher	08/03/2023
Teacher	08/16/2023
Teacher	08/03/2023
Teacher	08/21/2023
Teacher	08/15/2023
Teacher	08/03/2023
Teacher	08/14/2023
Teacher	08/14/2023
Teacher	08/03/2023
Teacher	08/08/2023
Teacher	08/23/2023
Teacher	08/07/2023
Teacher	09/13/2023
Teacher	08/25/2023
Media Specialist	08/10/2023
Teacher	09/08/2023
Teacher	08/10/2023
Teacher	09/11/2023

Position	Effective Date
SFS Worker	08/25/2023
SFS Worker	08/08/2023
SFS Worker	08/21/2023
Office Manager	08/14/2023
Educational Paraprofessional	08/08/2023
Secretary	09/05/2023
Educational Paraprofessional	08/23/2023
Custodial Assistant	09/01/2023
Interim Principal	09/01/2023
District Reading Specialist	09/05/2023
Educational Paraprofessional	09/01/2023
Educational Paraprofessional	08/10/2023
Director of Facilities	07/25/2023
Assistant Director of Finance	09/01/2023
District Math Specialist	09/05/2023
Staff Assistant	09/01/2023
Bus Driver	08/23/2023
Bus Driver	08/21/2023
Educational Paraprofessional	08/21/2023
Educational Paraprofessional	09/01/2023
Educational Paraprofessional	08/17/2023
ESE Self-Help Aide	09/13/2023
Custodial Assistant	09/01/2023

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

RESIGNATION			
Name	Location	Position	Effective Date
Agama, Nyesha	CES	Teacher	09/20/2023
Aguilar, Marcelina	HMS	Educational Paraprofessional	08/18/2023
Battles, Lucretia	GWM	Teacher	09/29/2023
Bavose Campos Seabra, Carla Eloiza'		Educational Paraprofessional	07/07/2023
Biondo, Gino	HMS	Teacher	08/31/2023
Bowen- Deshazier, Carolyn	GCHS	SFS Worker	09/12/2023
Green, Erica*	CES	Educational Paraprofessional	08/02/2023
Gunn, Elizabeth	SSES	SFS Worker	08/18/2023
Jackson, Tameshia*	GTC	Secretary	08/11/2023
Lindsey, Jada*	GBES	Educational Paraprofessional	08/07/2023
Suber, Alfred	GTC	Teacher	08/31/2023
*Resigned to accept another positi	on within the District		
TDANGEEDC	Logation/Desition	Logation/Desition	
TRANSFERS	Location/Position	Location/Position Transferring To	Effective Date
<u>Name</u> Salais, Lorianne	<u>Transferring From</u> District/ESE/ Admin Asst.	Maintenance/ Admin Asst.	Effective Date 09/18/2023
Salais, Loriaine	District/ESE/ Admin Asst.	Maintenance/ Aumin Asst.	09/16/2025
TERMINATIONS			
Name	Location	Position	Effective Date
Durrenberger, Daniel	JASMS	Teacher	09/26/2023
Garrett, Blake	GCHS	School Counselor	09/26/2023
DROP RETIREMENT	T /•		
Name	Location	Position	Effective Date
<u>RETIREMENT</u>			
Name_	Location	Position	Effective Date
OUT OF FIELD			
Name	Location	Area out of Field	Number of Periods
Bavose Campos Seabra, Carla Eloiza	GEMS	Elementary Ed.	All Periods
Chisolm, Terrance	HMS	Elementary Ed.	All Periods
Dix, Dante	GWM	Elementary Ed.	All Periods
Franklin, Onyx	WGMS	Mathematics	All Periods
Freeman, Kyra	WGMS	School Counseling	All Periods
Gaines, Sherron	District	Reading	All renous
Grandison, Sophia	CES	Elementary Education	All Periods
Imani, Shabakara		Elementary Education ESE	All Periods
Johnson, Marlon	JASMS GCHS	ESE English	All Periods
King, Marcelete	JASMS JASMS	Elementary Education Media Specialist	All Periods All Periods
Koller, Bryan			All Periods
Lindsey, Jada Mitchell Cedric	GBES	Elementary Education Physical Education	All Periods
Mitchell, Cedric	JASMS		
Roberts, Devan Spencer Auber, Eric	JASMS	Elementary Education General Science	All Periods All Periods
	JASMS GEMS	General Science	All Periods
Talabi, Ademola		General Science	AILLELIOUS

SUBSTITUTES Teacher Hobbs, Charles Mills, Shirlene Price, Deamber Williams, Montessia

Custodial/SFS Worker Baker, Frederick Gunn, Elizabeth Holden, Irene

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a_____

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: 2023-2025 Academic Years Articulation Agreement School Board of Gadsden County, FL and Florida State University

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The University and the School Board agree to provide articulated accelerated learning mechanisms through dual enrollment for eligible secondary students in Gadsden County Public Schools who wish to shorten the time necessary to complete the requirement for obtaining a college degree, broaden the scope of curricular options, or increase the depth of study available for a particular subject.

Approval is requested for the Articulation Agreement, 2022-2025 Academic Years between School Board of Gadsden County, Florida and Florida State University, Tallahassee Campus.

POSITION:	Assistant Superintendent, Support Services
DOGITION	
PREPARED BY:	Dr. Sylvia R. Jackson
AMOUNT:	Standard State University Tuition Rate Per Credit Hour
FUND SOURCE:	FEFP

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED b	y preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered	9
CHAIRMAN'S SIGNATURE: page(s) numbered	9
REVIEWED BY:	

ARTICULATION AGREEMENT 2023-25 Academic Years School Board of Gadsden County, Florida Florida State University, Tallahassee Campus

THIS AGREEMENT entered into by and between the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the "School Board" and FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate existing under the laws of the State of Florida, for and on the behalf of FLORIDA STATE UNIVERSITY, and hereafter referred to as the "University" or "FSU" effective as of the last date signed. The Agreement is entered into in accordance with s. 1007.271, Florida Statutes, and shall be renewed biennially unless requested sooner in writing by either party during the first year.

WITNESSETH

WHEREAS the University and the School Board agree to provide articulated accelerated learning mechanisms through dual enrollment for eligible secondary students in Gadsden County Public Schools who wish to shorten the time necessary to complete the requirement for obtaining a college degree, broaden the scope of curricular options, or increase the depth of study available for a particular subject, and

WHEREAS the University offers courses and programs which will enhance accelerated learning opportunities for qualified students in Gadsden County; and

WHEREAS the School Board wishes to make courses and programs available to qualified students who are enrolled in its public high schools; and

WHEREAS the common objective of providing such educational services may best be achieved in the most economical manner through joint and coordinated action between the University and the School Board; and

WHEREAS s. 1007.271, Florida Statutes, and State University System of Florida Board of Governors (BOG) Regulation 6.006 provide a mechanism for achieving this common objective.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

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

1

ARTICLE II: DEFINITION OF DUAL ENROLLMENT

Dual enrollment at a state university in Florida is a program in which eligible secondary students are permitted to enroll in a postsecondary course creditable toward a standard high school diploma and an associate or baccalaureate degree. Credits and grade points will be assigned according to policies established by the University and the School Board.

ARTICLE III: UNIVERSITY REQUIREMENTS & RESPONSIBILITIES

The University agrees to permit students enrolled in a public secondary school in Gadsden County, who have been certified by the school counselor or principal/designee as qualified, to dual enroll in a maximum of nine hours per semester in available courses that meet the eligibility requirements set forth in this agreement and outlined on FSU's High School Dual Enrollment website. Course descriptions for recommended classes are available on FSU's High School Dual Enrollment website and descriptions for any other eligible courses are available in the FSU Undergraduate Bulletin. The *Florida Department of Education Dual Enrollment Course-High School Subject Area Equivalency List* will determine how FSU courses meet subject area requirements and credits for the high school transcript. Under the provisions of Florida Statutes, applicable state rules or regulations, and university policy, the following terms and conditions apply:

- A. *Program Requirements.* The student must meet the following program requirements to enroll in courses approved for dual enrollment at FSU:
 - 1. Must be a registered eligible secondary student in a public school in Gadsden County. For the purpose of this section, an eligible secondary student is a student who is enrolled in any of grades 6 through 12 in a Florida public school or in a Florida private school that is in compliance with s. 1002.42(2), Florida Statutes, and provides a secondary curriculum pursuant to s. 1003.4282, Florida Statutes. Students who will graduate from high school prior to completion of the postsecondary course may not register through dual enrollment.
 - 2. Must submit a new dual enrollment application and school counselor approval form each semester by the published deadlines.
 - 3. Must have a 3.9 or higher weighted secondary school grade point average on a minimum of 12 graded credits to include at least 2 English credits; 2 mathematics credits, one of which must be Algebra II or higher; at least 1 science credit with lab component; and at least 1 social studies credit. Students who have earned a semester grade below C- in any high school course are not eligible to participate in dual enrollment at FSU regardless of overall GPA.
 - 4. Must maintain a 3.0 FSU GPA to continue dual enrollment at FSU in subsequent semesters.

2

5. Must achieve, prior to application for dual enrollment, the following standardized test scores on either the ACT or SAT. Composite and subscore minimums may be achieved on separate administrations of the test.

ACT Test – 26 or higher Composite Score plus the following subscores:

- Reading subscore of 19 or higher
- English subscore of 17 or higher
- Math subscore of 19 or higher

OR

SAT Test – 1230 or higher Total Score plus the following subscores:

- Reading subscore of 490 or higher
- Writing subscore of 490 or higher
- Math subscore of 480 or higher

In the event that SAT/ACT testing is unavailable in times of state or national emergency, limited exceptions to SAT/ACT scores will be made available only during the relevant application period. During such emergencies, Florida State University will permit guidance counselors to substitute a PSAT score of 1110 or higher in place of the required SAT/ACT only for those otherwise qualified students who submit verification that the SAT/ACT test date was cancelled or unavailable during the application period. Upon application for future semesters, the student will be required to submit a qualifying SAT/ACT test score to maintain eligibility.

- 6. May take a **maximum of 9 hours per semester** of coursework approved for dual enrollment at FSU in accordance with Florida Statutes and the provisions of this agreement. Dual enrollment students may choose from courses that are available during their assigned registration window (Summer term=April; Fall term=August; Spring term=November) unless otherwise designated as excluded. **Dual enrollment** students may not take the following types of courses designated as excluded:
 - Physical education, recreation, or leisure courses
 - Any course offered for fewer than 3 credits, graded on S/U basis, or offered as directed individual study (DIS)
 - Any course for which the student has not completed the prerequisite(s) established by the academic department
 - Any course for which a student has already earned or anticipates earning college credit (e.g., AP, IB, AICE, CLEP, or dual enrollment) or any course below student's current level of proficiency based on a placement test (e.g., math and modern languages)
 - Specialized admission, limited availability, honors, or major-restricted courses (e.g., Biology and Chemistry for majors, Dance, Music, Film, Theatre)
 - Any course taught by the English department (e.g., ENC, ENG, CRW, LIT).
 - BSC2010, BSC2011, CHM1045, CHM1046, and all related Lab sections
 - 4000-level courses except under limited special circumstances approved by FSU

- Online courses except under limited special circumstances approved by FSU
- Other specialized courses designated as excluded from course offerings by FSU or the Florida Department of Education and communicated to students and school counselors at the time of course registration
- 7. Must meet all course prerequisites as set forth in the FSU Undergraduate Bulletin as evidenced by FSU course work, placement tests, or transcripts from other colleges or universities.
- 8. Must provide proof of immunization or waiver as required of all University students. Must provide student health history form, signed by parent or guardian for students under 18 years of age.
- 9. Must be free of the following charges or violations:
 - a. Any current charge or finding of responsibility for scholastic or behavioral misconduct at any educational institution.
 - b. Any felony charge even if adjudication has been withheld.
 - c. Any violation of the law which resulted in, or if pending could result in probation, community service, jail sentence, revocation or suspension of your driver's license, or a traffic violation that resulted in a fine of \$200 or more.
- B. Application and Advising. Dual enrollment at FSU Tallahassee campus is administered by the Academic Center for Excellence (ACE) in the University Center A3600. Application materials and instructions are outlined in the High School Dual Enrollment Application and Student Guide available at http://ace.fsu.edu/Dual-Enrollment. The student must obtain approval from the high school counselor or principal/designee on the appropriate form and then schedule a mandatory academic advising meeting at ACE. Students will be allowed to enroll in only those courses approved for dual enrollment at FSU in accordance with Florida Statutes and the provisions of this agreement.
- C. *Early Admission.* Early admission is a form of dual enrollment through which eligible secondary students are permitted to enroll on a full-time basis (minimum of 12 credit hours) as a degree-seeking student in accordance with s. 1007.271(2), Florida Statutes, and BOG Regulation 6.006. Early admission at FSU requires a separate application process through the Office of Admissions, which includes much higher test scores among other requirements. Additional information is available in the FSU Undergraduate Bulletin or by contacting the FSU Office of Admissions.
- D. University Policies. Dual enrollment students will be held to all applicable University regulations and policies, including the FSU Academic Honor Code and the Student Code of Conduct. Dual enrollments students must comply with academic policies outlined in the FSU Undergraduate Bulletin unless otherwise amended by the terms of this agreement. One such amendment is that dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of FSU classes except for documented extenuating circumstances approved by both the Assistant Dean of Undergraduate Studies at FSU and the school counselor. If a student is granted a course

drop after this date, FSU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore must comply with all academic policies outlined in the FSU Undergraduate Bulletin.

- E. Academic Support Services. Dual enrollment students will have access to academic support services at FSU, including academic advising; libraries; student disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction. Students with disabilities must register with and provide relevant documentation to the Office of Accessibility Services (OAS), after which time they will be eligible to receive appropriate accommodations. The University's criteria will be used to determine the need for accommodations. For more information about OAS services, visit https://dsst.fsu.edu/oas.
- F. *Class Attendance.* Dual enrollment students are expected to attend all FSU classes and are discouraged from taking vacation days during a semester of enrollment. Each faculty member sets attendance expectations in the course syllabus within the parameters of broader FSU policy. Dual enrollment students who have a legitimate high school sponsored activity that unavoidably conflicts with an examination or other assessment at FSU must provide documentation on school letterhead to the faculty member in order to reschedule.
- G. *Mature Course Content.* While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.
- H. Grades and Transcripts. At the end of each term and after grades have posted, the University will send dual enrollment student official transcripts to the high schools. FSU official course grades are also available to students online in Student Central (my.fsu.edu) on the Wednesday after finals week each semester. Dual enrollment courses become part of the student's permanent college transcript, are calculated into the student's permanent postsecondary GPA, and may affect a student's future college admission and financial aid eligibility. FSU does not have a grade forgiveness policy, so students are not able to repeat a course to replace a grade at FSU.
- I. *Non-Degree Seeking Status.* Successful completion of dual enrollment courses does not ensure admission to the university as a degree-seeking student.
- J. *Campus Site for Instruction.* Dual enrollment instruction will be provided at the FSU campus exclusively (never at the high school) and in traditional face-to-face classes only (no online classes), unless a state or national emergency requires such classes to be converted to remote instruction.

ARTICLE IV: SCHOOL BOARD REQUIREMENTS & RESPONSIBILITIES

The School Board agrees to permit certain qualified students to participate in university classes at FSU under the following terms:

- A. **Program Counseling.** The high school student and parent(s) or guardian(s) have been counseled regarding the specific requirements of the dual enrollment program and notified that participation and successful completion of dual enrollment courses does not ensure admission into the university as a degree-seeking student. In addition, students and parent(s) or legal guardian(s) shall be informed that dual enrollment course grades are included in the student's college grade point average, become a part of the student's permanent academic record, and may affect the student's future college admission and financial aid eligibility.
- B. **Parental Permission.** The high school student has been granted permission by the parent(s) or guardian(s) and the school counselor or principal/designee to enroll in the dual enrollment program.
- C. **School Board Payment.** Pursuant to s. 1007.271(21), Florida Statutes, the School Board shall pay the standard state university tuition rate per credit hour from funds provided in the Florida Education Finance Program to the University for dual enrollment student course credits during the fall and/or spring terms. Note: State law prohibits these costs from being passed along to dual enrollment students.

ARTICLE V: JOINT RESPONSIBILITIES

The University and the School Board warrant and agree that all dual enrollment shall meet the provisions of the current State of Florida laws, rules, and regulations.

- A. *Budgetary Policies.* The University and the School Board shall establish budgetary policies to support dual enrollment programs which will include the following provisions:
 - 1. The University will invoice the School Board at the conclusion of the drop/add period for each fall and spring semester that has student credit hours, including the standard university tuition rate and any eBook or digital subscription charges through the Follett Access program. The invoice will be sent to the following school district contact: **Dr. Sylvia R. Jackson** at **850-627-9651** or **jacksons@gcpsmail.com**.
 - 2. Students receiving instruction under the provisions of this agreement shall be exempt from the payment of tuition and fees.
 - 3. Early admission is a form of dual enrollment through which eligible secondary students enroll on a full-time basis (minimum of 12 credit hours). As such, these students are exempt from tuition and fees and the financial arrangements between the School Board and the University are the same as with other dual enrollment students.

- 4. Students receiving instruction under the provisions of this agreement shall be provided textbooks free of charge. The School Board shall be responsible for providing dual enrollment textbooks during fall and spring semesters. FSU will provide textbooks for dual enrollment students during summer terms. Note: State law prohibits these costs from being passed along to dual enrollment students.
- B. *Transportation.* Dual enrollment students at FSU shall be responsible for all transportation arrangements.
- C. *Articulation.* The University and the School Board shall continue to carry out established articulation procedures to ensure close communication and effective planning.
- D. **Publicity.** The University and the School Board will publicize this agreement and take whatever actions necessary to affect the implementation of said agreement within their respective organizations.

ARTICLE VI: NOTICE PROVISION

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

To School Board:	Dr. Sylvia R. Jackson Assistant Superintendent for Support Services Gadsden County Schools 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351
To University:	Dr. Sara Hamon Office of the Provost 408 Westcott Florida State University Tallahassee, Florida 32306-1310 (850) 644-0799 / shamon@fsu.edu

ARTICLE VII: AUTHORITY PROVISION

Each person signing this Agreement on behalf of either party individually warrants that he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE VIII: INDEMNIFICATION PROVISION

Each party agrees to be fully responsible for its own acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE IX: NON-DISCRIMINATION PROVISION

The parties shall not discriminate against any employee or participant in this program because of race, creed, age, religion, color, gender/sex, national origin, marital status, disability, sexual orientation, veteran's status, genetic information, gender identity, gender expression, or any other legally protected group status.

ARTICLE X: TERMINATION PROVISION

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause.

NOTHING FOLLOWS ON THIS PAGE

IN WITNESS WHEREOF, the duly authorized officials of the parties executed this agreement as of the last date signed below.

For the School Board

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

Mr. Leroy McMillian, Chair

Signature:_____

Date:____

Mr. Elijah Key, Superintendent

Signature:_____

Date:_____

For the University

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, acting for and on the behalf of FLORIDA STATE UNIVERSITY

Dr. Jim Clark, Provost and Executive Vice President for Academic Affairs

Signature:_____

Date:_____

Reviewed for Legal Sufficiency by Lisa Scoles, Esq. Deputy General Counsel Florida State University

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. ____7b_____

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: Contractual agreement between Gadsden County District Schools and Ethica, LLC

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

Ethica will provide professional services to Title I administration and management specifically in

Federal compliance.

FUND SOURCE: Title I

AMOUNT: \$21,000

PREPARED BY: Tammy McGriff Farlin, EdS

POSITION: Assistant Superintendent, Academic Services PreK-12

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 _____

REVIEWED BY:

Mal 156202

INDEPENDENT CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") is entered into by and between Ethica, LLC (Ethica) and Liberty County Public School District (GADSDEN COUNTY PUBLIC SCHOOLS) as of July 15, 2023.

Ethica, LLC is located at PO Box 1033, Quincy, FL 32353

Whereas, Ethica LLC possesses professional Title I administrator skills and education management experience that can assist GADSDEN COUNTY PUBLIC SCHOOLS in carrying out its legal duties under the Elementary and Secondary Education Act;

Whereas, GADSDEN COUNTY PUBLIC SCHOOLS wishes to engage Ethica to perform professional services for DISTRICT for purposes of (1) providing Title I grant writing and grants management consultation; and (2) supporting the expenditure of federal coronavirus funds in compliance with Federal and State of Florida law;

Therefore, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Ethica and GADSDEN COUNTY PUBLIC SCHOOLS hereby agree as follows:

1. Description of Services

- A. Ethica will provide the professional services assigned by GADSDEN COUNTY PUBLIC SCHOOLS and more fully described in Attachment A ("Contracted Services"). Ethica acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- B. Changes to the Contracted Services may be made only through a signed written amendment to this Agreement, agreed on and signed by both parties.

2. Term

Ethica will provide the Contracted Services during the 2023-2024 school year unless this agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by GADSDEN COUNTY PUBLIC SCHOOLS in writing, Ethica shall provide the Contracted Services for the full duration of this Agreement. Ethica and District mutually agree to extend the term of this Agreement as may be needed.

3. Compensation

- A. GADSDEN COUNTY PUBLIC SCHOOLS will compensate Ethica pursuant to the provisions contained in Attachment B and this Section 3, and will not pay Ethica for any other benefits, expenses, or compensation.
- B. Total compensation not to exceed \$21,000.00.

- C. GADSDEN COUNTY PUBLIC SCHOOLS will compensate Ethica within 30 days following the receipt of itemized billing statements from Ethica that satisfactorily describe the hours and dates that Ethica performed the Contracted Services, the services performed, and any expenses incurred. Ethica shall submit billing statements directly to the DISTRICT CONTRACT PERSON identified in Section 5.
- D. Upon termination of this Agreement, other than termination for cause under Section 4(b), Ethica will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination.
- E. Changes to the compensation under this Agreement may be made only through a signed, written amendment to this Agreement.

4. Termination

- A. General: The term of this agreement is set forth in Section 2. The Agreement may be terminated before the end of the term pursuant to the following subsections of this Section 4.
- B. Termination for cause: This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.
- C. Termination for convenience: This Agreement may be terminated for convenience by either party at any time upon thirty (30) calendar days advance written notice.
- 5. Notices and Contact Persons

All written notices required by this agreement shall be sent to the following persons, who shall serve as Contact Person unless replaced by a party by written notice to the other party:

For Ethica, LLC: Cheryl L. Sattler

For GADSDEN COUNTY PUBLIC SCHOOLS: Joanette Thomas and Tammy McGriff

6. Approval of Contracted Services

Upon request by GADSDEN COUNTY PUBLIC SCHOOLS, Ethica shall provide written and oral reports to the GADSDEN COUNTY PUBLIC SCHOOLS contact person as may be reasonably necessary to assess performance, including a description of the average weekly hours worked under this Agreement. Services, once performed, are deemed accepted by GADSDEN COUNTY PUBLIC SCHOOLS.

7. Contractor Representation

Ethica represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. Ethica shall immediately inform GADSDEN COUNTY PUBLIC SCHOOLS regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

- 8. Standards of Conduct
- A. Ethica shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this Agreement.
- B. Ethica shall comply with general principles of confidentiality and with the specific terms of a confidentiality agreement, if relevant.
- 9. Relationship of the Parties
- A. The parties agree that Ethica is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint venture of GADSDEN COUNTY PUBLIC SCHOOLS
- B. Ethica shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. Ethica shall be solely responsible for paying its employees, and for paying all applicable state and federal taxes. Ethica understands that neither it nor its employees will be eligible for benefits or privileges provided by GADSDEN COUNTY PUBLIC SCHOOLS to its employees.
- C. GADSDEN COUNTY PUBLIC SCHOOLS shall deliver to Ethica statements of income at the end of each tax year consistent with its contractor status.
- D. Ethica has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to GADSDEN COUNTY PUBLIC SCHOOLS employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. Ethica shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- E. Ethica has no authority to, and shall not purport to, bind, represent, or speak for District or otherwise incur any obligation on behalf of GADSDEN COUNTY PUBLIC SCHOOLS for any purpose unless expressly authorized by GADSDEN COUNTY PUBLIC SCHOOLS.
- F. GADSDEN COUNTY PUBLIC SCHOOLS agrees to indemnify Ethica against any losses suffered by District as the result of any inaccuracies in the representations made in the course of performance.
- 10. Record Maintenance
- A. With respect to all records of any kind that Ethica acquires or creates for purposes of performing the Contracted Services, Ethica shall comply with the record retention plan established by GADSDEN COUNTY PUBLIC SCHOOLS shall

not knowingly destroy records that are required to be preserved, and shall maintain project records in an orderly manner.

- B. Ethica shall make available to district upon request all records relating to the subcontracted services, including records relating to its invoices.
- C. Ethica shall cooperate with GADSDEN COUNTY PUBLIC SCHOOLS in the event of any audit relating to the Contracted Services.
- 11. Indemnification and Insurance
- A. GADSDEN COUNTY PUBLIC SCHOOLS shall indemnify and hold Ethica harmless from all claims, losses, expenses, fees (including attorney's fees), costs, and judgments that may be asserted against District as a result of any act or omission by Ethica in performing or failing to perform the Contracted Services, or any breach of this Agreement.
- B. Ethica shall maintain during the term of this Agreement such insurance as will fully protect both GADSDEN COUNTY PUBLIC SCHOOLS and Ethica from claims that may arise from Ethica's performance of the Contracted Services.

12. Waiver

The failure of a party to enforce a provision of this agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

13. Merger

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral.

14. Severability

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

15. Governing Law

The parties agree that this Agreement is governed by the laws of Florida. The parties also consent to jurisdiction in its courts, and agree that such courts shall have exclusive jurisdiction over the enforcement of this Agreement.

16. Authority to Sign

Each party represents that it has the authority to enter into this Agreement; and that the individual signing this Agreement on its behalf is authorized to bind the party.

17. Multiple Originals

Multiple copies of this contract executed separately will each be considered as originals.

	For Ethica, LLC	
Name	Cheryl L. Sattler J.D., Ph.D.	
Title	Senior Partner	
Signature		
Date		
	For GADSDEN COUNTY PUBLIC SCHOOLS	
Name		
Title		
Signature		
Date		

Attachment A: Scope of Work

Membership in FedNet and CARESNet. Services described below will be provided for (1) Title I; and (2) federal coronavirus relief grants.

Training

- Member meetings to exchange ideas, solve problems, and network (3x year).
- Webinars and conference calls on topics of interest to members (minimum of 4).
- Annual one-day training in preparing for monitoring for districts either undergoing monitoring or in the year prior to monitoring. (If relevant, estimate 2 days).
- Printed and electronic material dissemination, including Federal guidance and interpretation documents (as published/available, estimate 6x annual)

Services

- Mentoring of ESEA administrators (ongoing, estimate 4 issues/year)
- A moderated email listserv so members can quickly exchange information and have questions answered (ongoing, estimate 12 times/year).
- Annual funding application support (estimate 2 issues/year)
- Unlimited Q&A by email or phone (ongoing, estimate 6x year)
- Model documents (as needed, estimate 1x year)
- Recommendations and logistics support for "best practices" (as needed, estimate 1x year)
- Research support (as needed, estimate 1x year)
- Connections to national organizations (access to ESSA webinars, conference notes, etc. Estimate 6x year).
- Negotiation for multi-district services such as consultants, publications, and interventions (as needed, estimate 1x year)
- Advocacy with state and federal departments of education (ongoing, estimate 10 x year)

Deliverables

- Regular Washington updates (Minimum 6x year)
- Access to National Title I Conference video library (unlimited access, 100+ available)
- Meeting summaries:
 - o FASFEPA (2x year)
 - o FOIL (Florida Organization of Instructional Leaders; 2x year)
 - State Board of Education (5x year)
 - National Title I Conference (1x year)

• Florida Legislative education bills (relevant to federal programs; minimum 6x year)

Grant News

Regular e-mail updates of Federal news and information (minimum 5x year)

ATTACHMENT B: Compensation

Compensation for services will be \$21,000, payable upon invoice.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: Purchase Order Request for United Refrigeration, Inc.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: This request is for School Board approval of a purchase order to be issued to United Refrigeration. Inc. in the amount of \$66,828.57. This would be for the purchase of fifteen portable air conditioning units. The Finance Director has advised that this purchase would be procured as a sole source. Attached is a copy of the quote. The vendor has stated that there is a 10 -15 day wait for the units once they are ordered. The vendor has also said that they will honor the quoted prices until at least September 27, 2023 even though it is listed to expire on September 21, 2023.

FUND SOURCE: Capital Outlay

AMOUNT: \$66,828.57

PREPARED BY:

Brenton Hudson C. Hickor

POSITION: Director of Facilities

GADSDEN COUNTY SCHOOL BOARD

35 MARTIN LUTHER KING JR BLVD

հվետեհվեսենունեն հենքիունունե

Order Date: 08/22/23

Bill To: 11314147

Cust#: 11314147

QUINCY, FL 32351-4400

513

QUOTE

Whse:	513	Taken By:	rip	Sales out: 513a	
513 35 MARTIN LUTHER KING JR BLVD QUINCY, FL 32351-4400		TALLAHA	"SFIELD RD. SSEE, FL 32303-1121 25 FAX#: (850)575-5439 @uri.com		
Ship To GADSDEN COUNTY SCHOOL BOARD)L BOARD	Branch: UNITED REFRIGERATION INC		
			Customer P/O.	15 PORTABLES	
			Terms	1% 10th prox, Net 30 prox	
			Order #	92237052-00	

oduct d Description K37BBFA0 DLDWAVE PORTABLE A/C	Quantity Ordered 15 37K AIR COOLED 208	Quantity B.O.	Quantity Shipped		Unit Price 4341.90476		Amount (Net) 65128.57
K37BBFA0 DLDWAVE PORTABLE A/C	15		Shipped				
DLDWAVE PORTABLE A/C		3/230		ca	4341.90476		65128.57
	37K AIR COOLED 208	/230					
es Total							
						Total	65128.57
						Freight In	1700.00
						Invoice Total	66828.57
						** NOT AN INVOICE O	R RECEIPT **
r reviewing this quotation y improper information	n for exclusions, dev supplied to us.	r is responsi viations and	ble	•			
1	otations are based on th y or may not have been reviewing this quotation improper information	otations are based on the information provid y or may not have been complete. Custome	y or may not have been complete. Customer is responsi reviewing this quotation for exclusions, deviations and improper information supplied to us.	otations are based on the information provided to us which y or may not have been complete. Customer is responsible reviewing this quotation for exclusions, deviations and y improper information supplied to us.	otations are based on the information provided to us which y or may not have been complete. Customer is responsible reviewing this quotation for exclusions, deviations and y improper information supplied to us.	otations are based on the information provided to us which y or may not have been complete. Customer is responsible reviewing this quotation for exclusions, deviations and y improper information supplied to us.	** This Quote Will Expire On: 09/21/23 ** otations are based on the information provided to us which y or may not have been complete. Customer is responsible reviewing this quotation for exclusions, deviations and y improper information supplied to us.

All sales are covered by United Refrigeration Inc's standard terms and conditions of sale which can be found at www.uri.com/termsofsale

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

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

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: Purchase Order Request for Pro Playgrounds

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: This request is for School Board approval of seven

purchase orders to be issued to Pro Playgrounds. This would be for the removal of existing

playground equipment and the purchase and installation of new playground equipment. The

locations are Bold Step Infant Care, Chattahoochee Elementary, Gadsden Elementary Magnet,

George Munroe Elementary, Greensboro Elementary, Havana Magnet and Stewart Street

Elementary. Attached are copies of the seven quotes.

FUND SOURCE: ESSR 3

AMOUNT: Bold Step Infant Care - \$103,999.00 Chattahoochee Elementary - \$179,999.00 Gadsden Elementary Magnet - \$169,999.00 George Munroe Elementary - \$195,999.00 Greensboro Elementary - \$193,999.00 Havana Magnet - \$199,999.00 Stewart Street Elementary - \$203,999.00

PREPARED BY: Brenton Hudson BEH

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER	INTERNAL	L INSTRUCTIONS	TO BE COM	PLETED BY	PREPARER
---	----------	----------------	-----------	-----------	----------

1 ____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____ NA____

REVIEWED BY: _____



For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 29 of 195

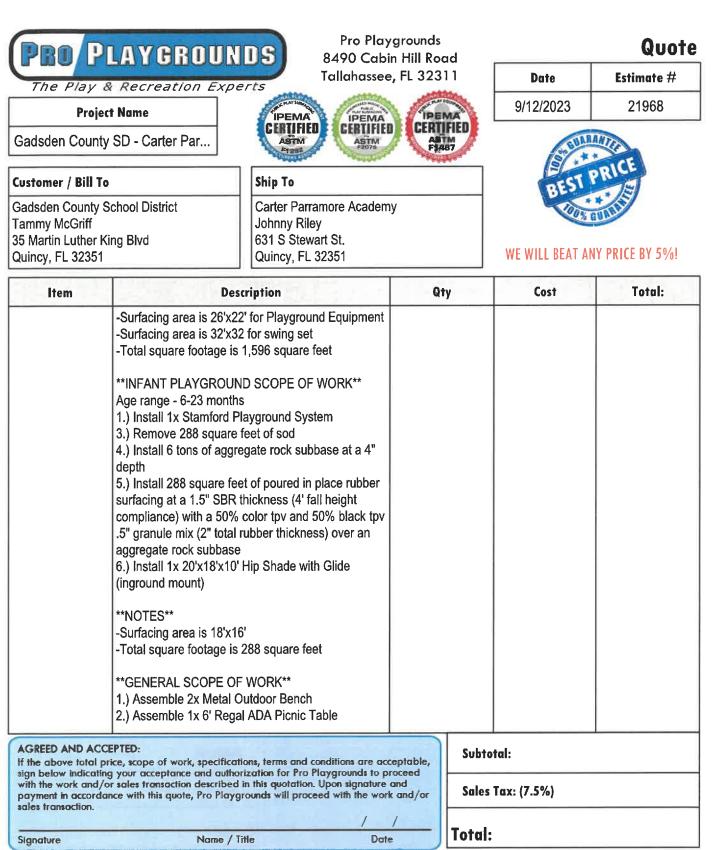


ltem	Description	Qt	у	Cost	Total:
	Furnish labor and materials to:				
	 KINDERGARTEN/PRE-K PLAYGROUND SCOPE OF WORK Age range - 2-5 years old 1.) Install 1x Ketchum Playground System 2.) Install 1x 1 Bay 2 Cantilever Swing Set 2.) Remove 1,596 square feet of sod 3.) Install 33 tons of aggregate rock subbase at a 4" depth 3.) Install 572 square feet of poured in place rubber surfacing with a 1.5" SBR thickness (4' fall height compliance) with a 50% color tpv and 50% black tpv .5" granule mix (2" total rubber thickness) over an aggregate rock subbase *UNDER PLAYGROUND EQUIPMENT* 4.) Install 1,024 square feet of poured in place rubber surfacing with a 3" SBR thickness (8' fall height compliance) with a 50% color tpv and 50% black tpv .5" granule mix (3.5" total rubber thickness) over an aggregate rock subbase *UNDER SWING SET* 4.) Install 1x 30'x24'x10' Hip Shade with Glide (inground mount) **NOTES** 				
AGREED AND ACC			Subto	tal:	
ign below indicatin	rice, scope of work, specifications, terms and conditions are acc g your acceptance and authorization for Pro Playgrounds to pr or sales transaction described in this quotation. Upon signature	oceed			
ales transaction.	nce with this quote, Pro Playgrounds will proceed with the work	and/or	Sales	Tax: (7.5%)	
16		/	Total:		

1-800-573-7529 | www.proplaygrounds.com

Page 1

Page 30 of 195



1-800-573-7529 | www.proplaygrounds.com

Page 2

Page 31 of 195

PHU PI	LAYGROUN	8490 Cabir Tallahassee,	17	Duty	Quot Estimate #
The Play 8	Recreation Expo	erts	.11 52511	Date	
Projec	t Name			9/12/2023	21968
Gadsden County	SD - Carter Par	ABTM ABTM AT202	ABTM F1487	Sta BULBAN	AT
Customer / Bill To		Ship To		BEST PE	
Gadsden County S Tammy McGriff 35 Martin Luther Ki Quincy, FL 32351		Carter Parramore Academy Johnny Riley 631 S Stewart St. Quincy, FL 32351	1	WE WILL BEAT ANY	Int.
ltem	Description		Qty	Cost	Total:
23-PKP260 QS-23-PSW120	1,884 square feet **KINDERGARTEN/PRI EQUIPMENT** Ketchum - child capacit	removal at this site. r both playground areas is E-K PLAYGROUND y is 14 ame w/ Hangers, 1 Bay Belt	1	9,153.00 1,699.00	9,153.00 1,699.00
23-PKP177 Shipping	**INFANT PLAYGROUI Stamford - child capacit Combined Shipping and	ND** y is 34	1	12,811.00 3,125.00	12,811.00 3,125.00
22-RD243010IG 22-RD182010IG	**SHADE/SHELTER** 10' Height -INGROUND - WITH GLIDE - RECTANGLE 10' Height -INGROUND - WITH GLIDE -		1	9,899.00 6,599.00	9,899.00 6,599.00
	RECTANGLE				
Shipping	Combined Shipping and	I Freight Charges	1	1,412.56	1,412.56
	SITE AMMENITIES				
AGREED AND ACC	ice, scope of work, specifica	tions, terms and conditions are acc rization for Pro Playgrounds to pr	eptable, Subtot	al:	

Name / Title

Signature

Date

Total:

1-800-573-7529 | www.proplaygrounds.com

Page 3

Page 32 of 195

PRO PLAYGROU	Pro Playgrounds 8490 Cabin Hill Road		Quote
The Play & Recreation Exp	Tallahassee, FL 32311	Date	Estimate #
Project Name		9/12/2023	21968
Gadsden County SD - Carter Par	ASTM ASTM ASTM ASTM ASTM ASTM F2075 ASTM F2487	ST SULA	ANTICIA
Customer / Bill To	Ship To	BEST	PRICE
Gadsden County School District Tammy McGriff	Carter Parramore Academy Johnny Riley	1005	ULIN

631 S Stewart St.

Quincy, FL 32351

35 Martin Luther King Blvd

Quincy, FL 32351

WE WILL BEAT ANY PRICE BY 5%!

22-T6UL 6' UltraL 22-T6ULHDCP 6' UltraL Table* Shipping Combine **SURF/ TPV-BT Premium TPV-CT Color TF SBRT SBR Buf ARODT PremArc AROPT PremArc Shipping Combine **RAW M Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	eisureStandard Bench with Back, Portable eisureRectangular Portable Table eisureAccessible Rectangular Portable ed Shipping and Freight Charges ACING MATERIALS** n 1350 Black Granules T PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail ed Shipping and Freight Charges	2 1 1 1 40 40 159 4	599.00 1,099.00 1,199.00 1,009.60 37.881 106.1145 30.95239	1,198.00 1,099.00 1,199.00 1,009.60 1,515.24 4,244.58 4,921.43
22-T6ULHDCP 6' UltraL Table* Shipping Combine **SURF/ TPV-BT Premium TPV-CT Color TF SBRT SBR Buf ARODT PremArc AROPT PremArc Shipping Combine **RAW M AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	eeisureAccessible Rectangular Portable ed Shipping and Freight Charges ACING MATERIALS** n 1350 Black Granules T PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	40 159	1,199.00 1,009.60 37.881 106.1145 30.95239	1,199.00 1,009.60 1,515.24 4,244.58
Table*ShippingCombineShipping**SURF/ PremiumTPV-BTPremiumTPV-CTColor TFSBRTSBR BufARODTPremArcAROPTPremArcShippingCombineAGGLocally s (ABC CrFBLOCKFooter B CC80RBAR5No. 5 Re RMCReady M22-RentalsRentals	ed Shipping and Freight Charges ACING MATERIALS** n 1350 Black Granules T PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	40 159	1,009.60 37.881 106.1145 30.95239	1,009.60 1,515.24 4,244.58
SURF/ Premium TPV-BTSURF/ Premium Premium SBRTSBRTSBR Buf ARODTAROPTPremArc PremArc CombinedAROPTPremArc PremArc CombinedAGGLocally st (ABC Cr FBLOCK CBRAR5 RMCC80Concrete Ready M22-RentalsRentals	ACING MATERIALS** n 1350 Black Granules T PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	40 159	37.881 106.1145 30.95239	1,515.24 4,244.58
TPV-BT Premium TPV-CT Color TF SBRT SBR Buf ARODT PremArc AROPT PremArc Shipping Combine **RAW M AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	n 1350 Black Granules T PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	40 159	106.1145 30.95239	4,244.58
TPV-CT Color TF SBRT SBR Buf ARODT PremArc AROPT PremArc Shipping Combine AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	PV Granules T ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	40 159	106.1145 30.95239	4,244.58
SBRT SBR Buf ARODT PremArc AROPT PremArc Shipping Combine AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	ffings T c Aromatic T Binder Drum c Aromatic Binder-T Pail	159	30.95239	
ARODT PremArc AROPT PremArc Shipping Combine **RAW M AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	c Aromatic T Binder Drum c Aromatic Binder-T Pail	and the second se		4 921 43
AROPT PremArc Shipping Combine AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	c Aromatic Binder-T Pail	4	4 744 5705	7,021.70
Shipping Combine AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENTA 22-Rentals Rentals		4	1,741.5725	6,966.29
AGG **RAW M Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	ed Shipping and Freight Charges	4	188.50	754.00
AGG Locally s (ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	entering with the grin entering et	1	2,000.00	2,000.00
(ABC Cr FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENTA 22-Rentals Rentals	MATERIALS**	1000		
FBLOCK Footer B CC80 Concrete RBAR5 No. 5 Re RMC Ready M **RENT/ 22-Rentals Rentals	sourced crushed aggregate base materials ush and Run Typical)	39	45.00	1,755.00
RBAR5 No. 5 Re RMC Ready M 22-Rentals Rentals		62	3.75	232.50
RMC Ready M **RENT/ 22-Rentals Rentals	e for Anchoring - Delivered Cost	68	8.40	571.20
22-Rentals Rentals	ebar	390	1.25	487.50
22-Rentals Rentals	Aix Concrete 2500 PSI MIN	9	200.00	1,800.00
22-Rentals Rentals	ALS, LABOR, AND INSTALLATION**			
	Necessary for Installation	1	7,723.16	7,723.16
EDIX	g Removal Labor and Installation	1	5,250.00	5,250.00
	of work, specifications, terms and conditions are accep			
with the work and/or sales tran	eptance and authorization for Pro Playgrounds to proc saction described in this quotation. Upon signature an is quote, Pro Playgrounds will proceed with the work a	nd later	:: (7.5%)	
Signature	a goole, i to traygrounds will proceed will life work o	—— Total:		

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

Page 4

Page 33 of 195



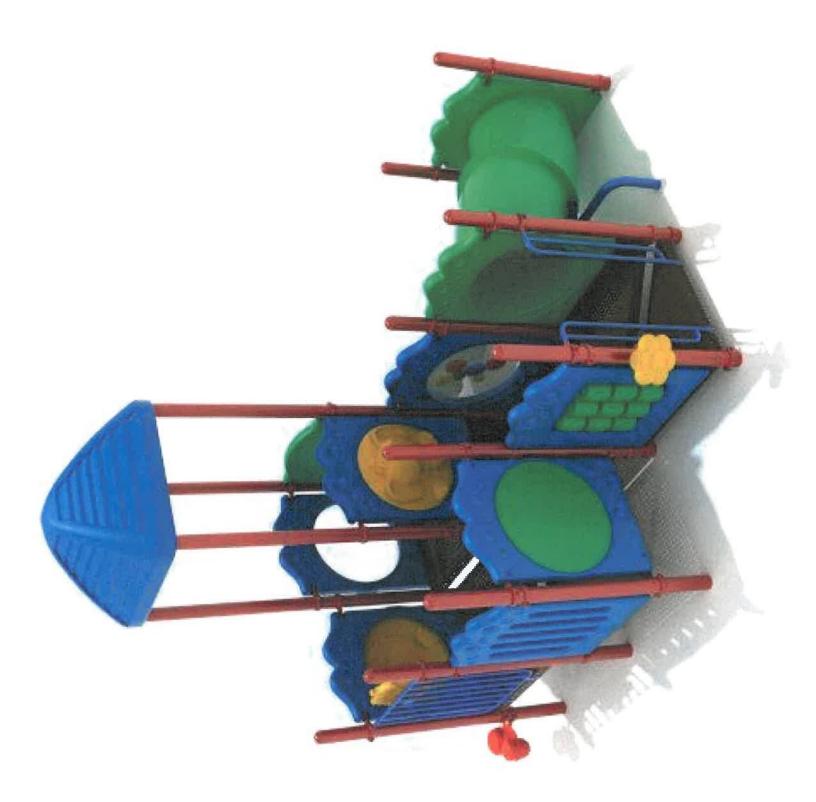
Item	Description	Qty	Cost	Total:
LBR	Pour in Place Rubber Surfacing Labor and Installation	1	6,440.53	6,440.53
LBR	Labor and Installation Equipment	1	22,374.10	22,374.10
DSC	Discount - Per Contract Equipment		-6,392.60	
DSC	Discount - Per Contract Surfacing		-1,840.15	-1,840.15
DSC	Discount - Additional		-4,007.94	-4,007.94
AGREED AND AC	price, scope of work, specifications, terms and conditions are ad	subt	otal:	\$103,999.00
with the work and	ng your acceptance and authorization for Pro Playgrounds to p or sales transaction described in this quotation. Upon signature ance with this quote, Pro Playgrounds will proceed with the wo	and	s Tax: (7.5%)	\$0.00
Signature	Name / Title Dat	Total	:	<u>\$103,999.00</u>

1-800-573-7529 | www.proplaygrounds.com

Page 5

Page 34 of 195

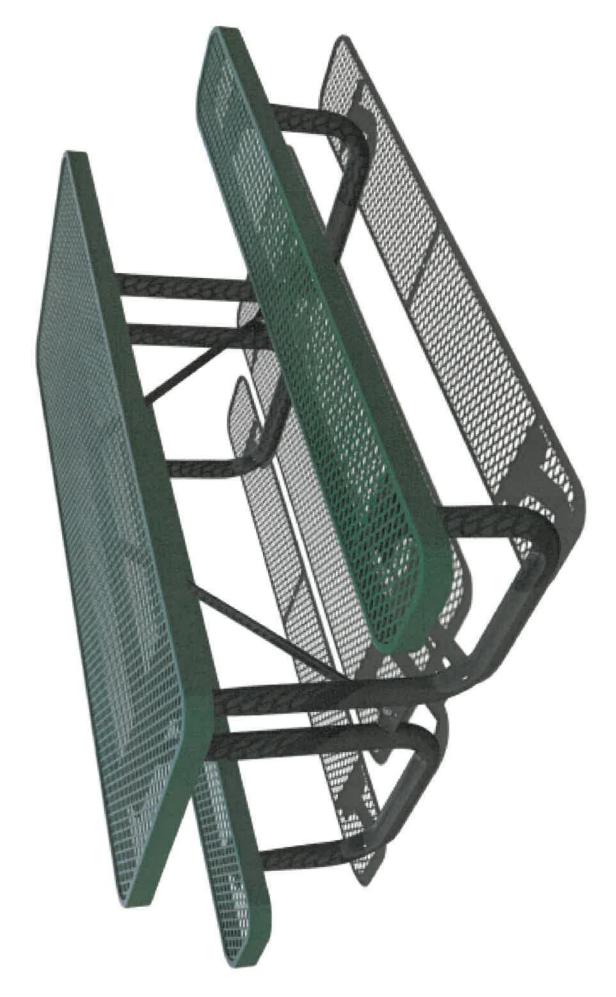


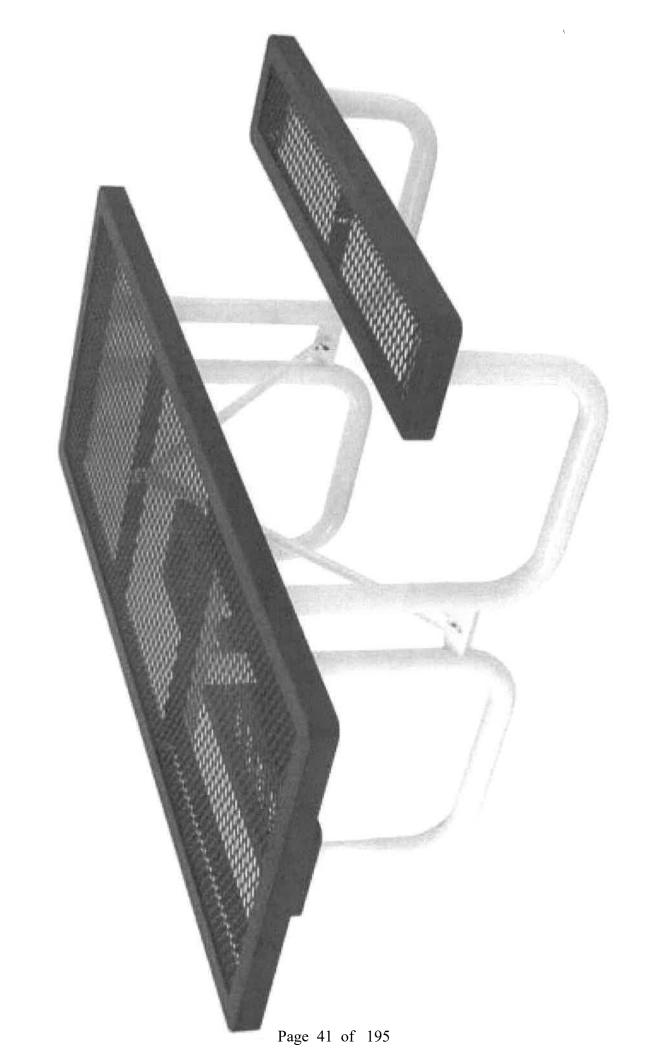


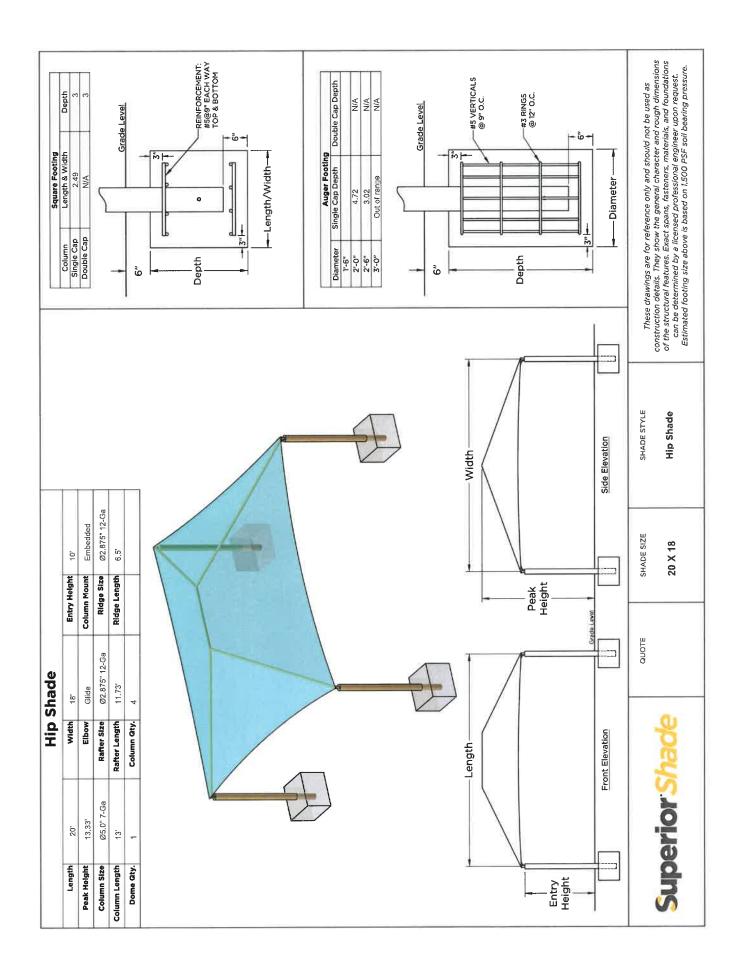


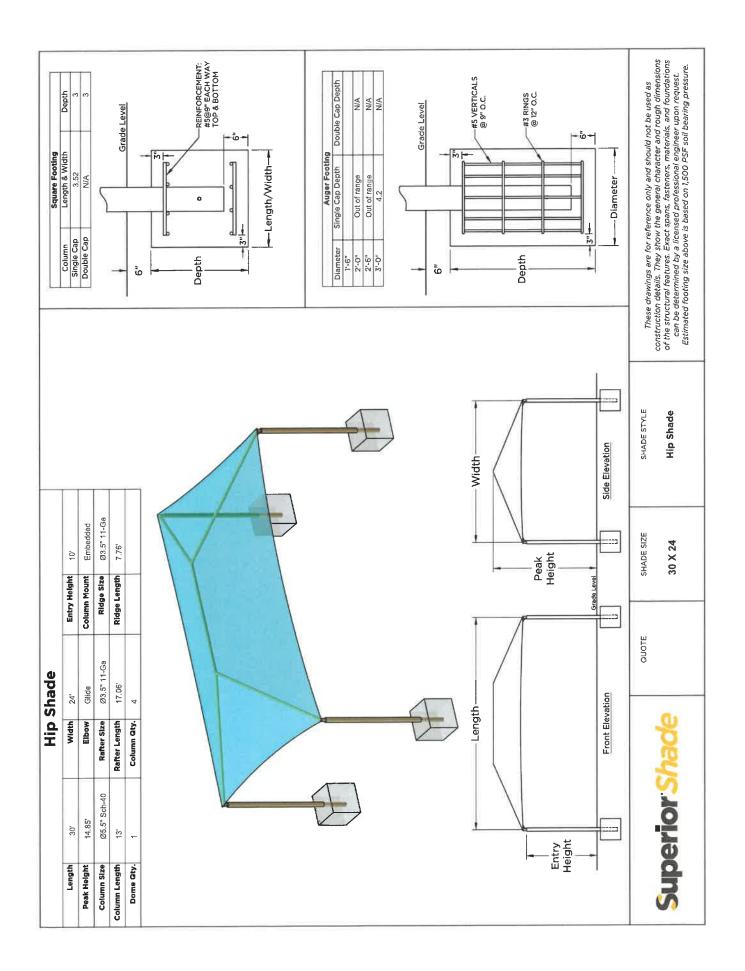














For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 44 of 195

Pro/F	LAYGROUN	Pro Play 8490 Cabin Tallahassee	n Hill Road		Quoto	
The Play	& Recreation Exp	erts	, 12 32311	Date	Estimate #	
Pro	ect Name		PEMA	9/1/2023	21794	
Gadsden Cour	ty SD - Chattahoo To	CERTIFIED ABITM Prese Ship To	CERTIFIED	BEST	PRICE	
Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351		Chattahoochee Elementary Johnny Riley 335 Maple Street Chattahoochee, FL 32324		WE WILL BEAT A	ULILI	
ltem	De	scription	Qty	Cost	Total:	
	Furnish labor and mate	rials to:				
	GENERAL SCOPE O	F WORK				

 GENERAL SCOPE OF WORK 1.) Remove existing playground equipment a.) 2 deck layground system b.) 1 climber c.) 1 T-cantilever swing b.) 1695 square feet of wood mulch and borders 2.) Remove 800 square foot concrete path 3.) Remove Existing Safety Surfacing 4.) Assemble 4x Portable Metal Outdoor Bench 5.) Assemble 1x Portable Picnic Table 6.) Assemble 1x Portable ADA Picnic Table **NOTES** Total Square footage is 2,585 **ELEMENTARY PLAYGROUND SCOPE OF WORK** 1.) Install 1x Barrington Ridge Play System 2.) Install 1x Camp Walden Interactive Panels 3.) Install 1x 1 Bay 2 Cantilever Swing Set 4.) Install 37 tons of aggregate rock subbase 5.) Install 989 square feet of poured in place rubber surfacing with a 2" SBR thickness (6' fall height 	
AGREED AND ACCEPTED: If the above total price, scope of work, specifications, terms and conditions are acceptable sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction. /// Signature Name / Title Date	

1-800-573-7529 | www.proplaygrounds.com

Page 1

Page 45 of 195

PRO PLAYGROU		Tallahassee.	Hill Road	Date	Quote Estimate #	
The Play & Recreation Ex Project Name			IDEMA	9/1/2023	21794	
	nty SD - Chattahoo	CERTIFIED ASTM Meter	CERTIFIED ANTIM F1487	- BULL	ALTER A	
Customer / Bill	То	Ship To		REST	PRICE	
Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351		Chattahoochee Elementary Johnny Riley 335 Maple Street Chattahoochee, FL 32324		100%	NY PRICE BY 5%!	
ltem	D	escription	Qty	Cost	Total:	
	aggregate base 6.) Install 1,024 squar rubber surfacing with a height compliance) wi black tpv .5" granule r thickness) over an agg 7.) Install 1x 45'x28'x1 base plates) **NOTES** -Surfacing area is 43'> -Surfacing area is 32'> -Total Square footage **KINDERGARTEN/P OF WORK** 1.) Install 1x Ketchum 2.) Install 1x Ketchum 2.) Install 10 tons of ag depth 3.) Install 572 square surfacing with a 1.5" S	gregate base 5' Standard Hip Shade (on (23' - Playground (32' - Swingset is 2,013 RE-K PLAYGROUND SCOPE				

	.5" granule mix (2" total rubber thicknes	ss) over an				
AGREED AND ACCI	EPTED: ice, scope of work, specifications, terms and co your acceptance and authorization for Pro P	onditions are ac	ceptable,	Subto	tal:	
with the work and/o	r sales transaction described in this quotation. nee with this quote, Pro Playgrounds will proce	Upon signature	and	Sales	Tax: (7.5%)	
Signature	Name / Title	/ Dat	/	Total:		

1-800-573-7529 | www.proplaygrounds.com

	AYGROUN	Tallahassee.	FL 32311	Date	Estimate #
	Name	A CONTRACTOR AND	(DEMA)	9/1/2023	21794
	SD - Chattahoo	CERTIFIED ASTM Prese	CERTIFIED	SULRANT,	
Customer / Bill To		Ship To	-aetthos.	BEST PR	ICE
Gadsden County S Tammy McGriff 35 Martin Luther Ki Quincy, FL 32351		Chattahoochee Elementary Johnny Riley 335 Maple Street Chattahoochee, FL 32324		WE WILL BEAT ANY P	
item	Desc	ription	Qty	Cost	Total:
	aggregate rock base. 4.) Install 1x 30'x24'x10' H (inground mount)	lip Shade with Glide			
	NOTES -Surfacing area is 26'x22' -Square footage is 572				
	ELEMENTARY PLAY E	QUIPMENT			
23-PMF035 QS-23-PKP025P	Barrington Ridge Camp Walden - Primary		1	36,839.00 5,913.00	36,839.00 5,913.00
QS-23-PSW120		me w/ Hangers, 1 Bay Belt ket Package	1	1,699.00	1,699.00
	KINDERGARTEN/PRE-	K PLAYGROUND		0.450.00	0.450.00
23-PKP260 Shipping	Ketchum Combined Shipping and I	Freight Charges	1	9,153.00 3,600.00	9,153.00 3,600.00
		0			
CSSD	**SHADE/SHELTER** Custom Shade Design - 4	15'x28'x15' Standard Hip	1	21,199.00	21,199.00
22-RD243010IG	Shade (on base plates) 30'x24'x10' Height -INGF		1	9,799.00	9,799.00
22-11024301010	RECTANGLE				
Shipping	Combined Shipping and I	Freight Charges	1	1,188.55	1,188.5
AGREED AND ACC			Subtota	l.	
sign below indicating with the work and/o	your acceptance and authori r sales transaction described i	ons, terms and conditions are acce- ization for Pro Playgrounds to pro n this quotation. Upon signature a ounds will proceed with the work	nd .	x: (7.5%)	

1-800-573-7529 | www.proplaygrounds.com

(PRU/G	LAYGROU		E	-	Quote
The Play	& Recreation Exp	Tallahassee,	FL 32311	Date	Estimate #
Proje	ect Name		IPEMA	9/1/2023	21794
Gadsden Count	ty SD - Chattahoo	CERTIFIED ASTM Frank	CERTIFIED ASTIM FLAB?	ST SULRAN	ALL E
Customer / Bill ToShip ToGadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351Chattahoochee Elementary Johnny Riley 335 Maple Street Chattahoochee, FL 32324			BEST P	RICE	
		335 Maple Street		WE WILL BEAT ANY	ALL IN
ltem	De	escription	Qty	Cost	Total:
22-B6WBULP 22-T6UL 22-T6ULHDCP	**SITE AMMENITIES** 6' UltraLeisureStandard Bench with Back, Portable 6' UltraLeisureRectangular Portable Table 6' UltraLeisureAccessible Rectangular Portable Table*		4 1 1	599.00 1,099.00 1,199.00 1,366.60	2,396.00 1,099.00 1,199.00 1,366.60
Shipping	Combined Shipping ar	io Freight Charges	A CONTRACTOR OF A	1,300.00	1,300.00
TPV-BT	**SURFACING MATER Premium 1350 Black G		55	37.88091	2,083.45
	I TOTHUTT TOOD DIGON C		00	407.00040	5,000,10

AGREED AND A	ACCEPTED: al price, scope of work, specifications, terms and conditions are acceptal ating your acceptance and authorization for Pro Playgrounds to procee	ble, Subtotal	:	
22-Rentals	Rentals Necessary for Installation	1	11,522.29	11,522.29
	RENTALS, LABOR, AND INSTALLATION		1.0.9	
RMC	Ready Mix Concrete 2500 PSI MIN	21	200.00	4,200.00
RBAR5	No. 5 Rebar	950	1.25	1,187.50
CC80	Concrete for Anchoring - Delivered Cost	104	8.40	873.60
FBLOCK	Footer Blocks	80	3.75	300.00
	(ABC Crush and Run Typical)		10.00	_,
AGG	**RAW MATERIALS** Locally sourced crushed aggregate base materials	47	45.00	2,115.00
Shipping	Combined Shipping and Freight Charges	1	2,520.00	2,520.00
AROPT	PremArc Aromatic Binder-T Pail	8	188.50	1,508.00
ARODT	PremArc Aromatic T Binder Drum	6	1,741.57167	10,449.43
SBRT	SBR Buffings T	268	30.95239	8,295.24
TPV-CT	Color TPV Granules T	55	107.30018	5,901.51
TPV-BT	**SURFACING MATERIALS** Premium 1350 Black Granules T	55	37.88091	2,083.45
Shipping	Combined Shipping and Freight Charges	List. C. Star	1,366.60	1,366.60
			4 000 00	4 000 00

with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Sales Tax: (7.5%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Date

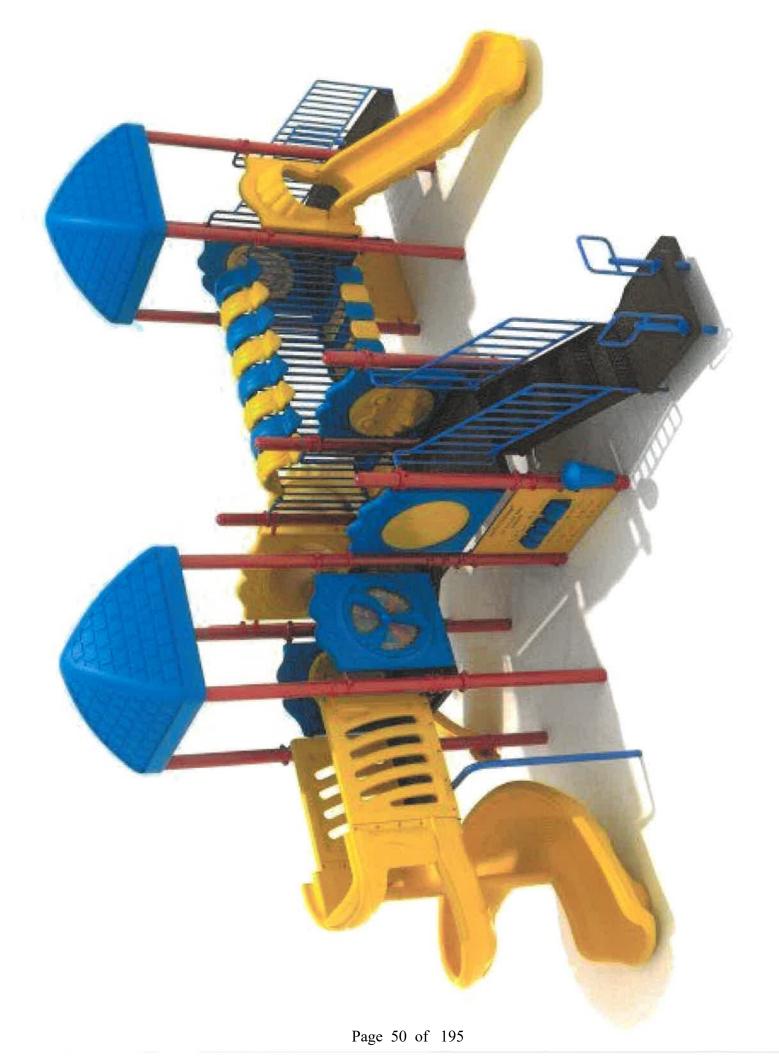
1-800-573-7529 | www.proplaygrounds.com

Page 4

Page 48 of 195

WE WILL B	23 21794
WE WILL B	BEAT ANY PRICE BY 5%!
WE WILL B	REAT ANY PRICE BY 5%!
WE WILL B	REAT ANY PRICE BY 5%!
WE WILL B	REAT ANY PRICE BY 5%!
Cost	
	Total:
1 31, 1 9, 1 -8, -2,	126.25 253.60 31,253.60 31,253.60 883.17 9,8929.60 8,929.60 917.83 -6,917.83
Subtotal:	\$179,999.0
	1 -8, -2, -6,

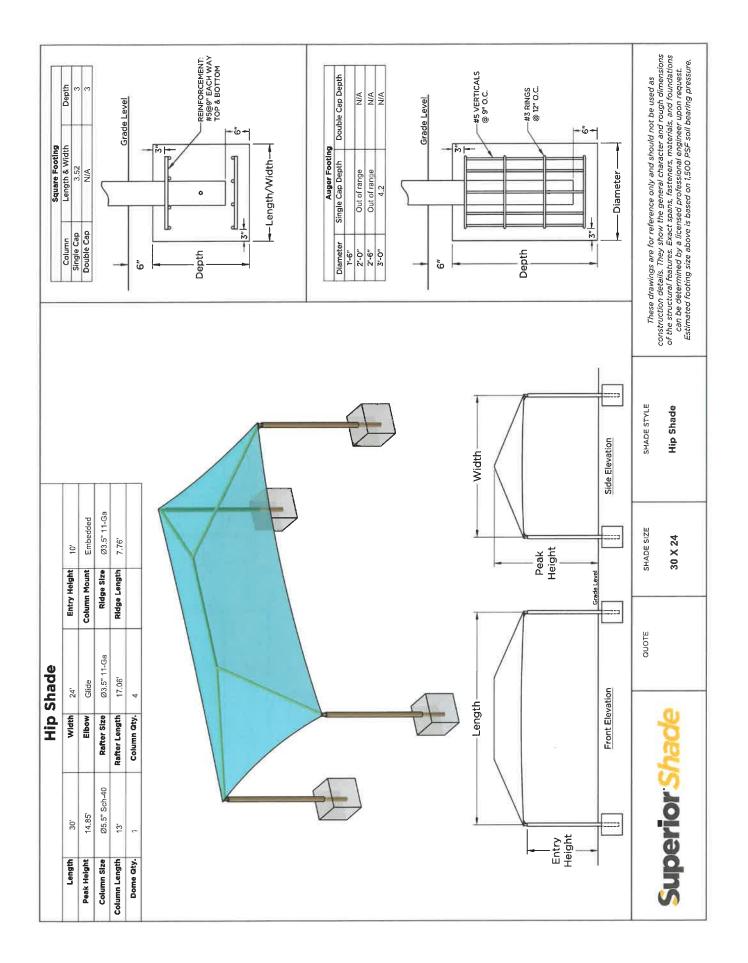
1-800-573-7529 | www.proplaygrounds.com

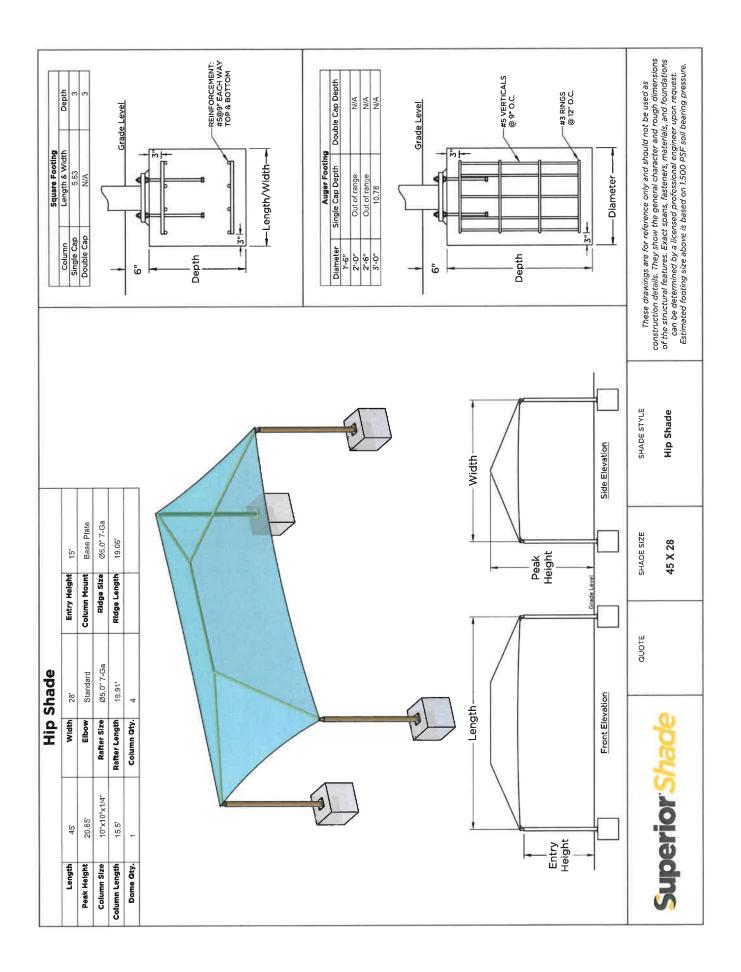














For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 56 of 195



GENERAL SCOPE OF WORK

-Total square footage is 2,585

aggregate rock subbase.

NOTES

WORK**

AGREED AND ACCEPTED:

sales transaction.

Signature

3.) Assemble 1x Portable Picnic Table4.) Assemble 1x Portable ADA Picnic Table

1.) Remove 2,585 square feet of top layer of sod 2.) Assemble 4x Portable Metal Outdoor Benches

**ELEMENTARY PLAYGROUND AREA SCOPE OF

 Install 1x Barrington Ridge Play System
 Install 1x 1 Bay 2 Cantilever Swing Set
 Install 1x Camp Walden Interactive Panels
 Install 37 tons of aggregate rock subbase
 Install 989 square feet of poured in place rubber surfacing with a 2" SBR thickness (6' fall height compliance) with a 50% color tpv and 50% black tpv
 "granule mix (2.5" total rubber thickness) over an

6.) Install 1,024 square feet of poured in place rubber surfacing with 3" SBR thickness (8' fall height compliance) with a 50% color tpv and 50%

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and

payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or

Name / Title

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Date

Subtotal:

Total:

Sales Tax: (7.5%)

1-800-573-7529 | www.proplaygrounds.com

Page 1

Page 57 of 195

PHU/G	LAYGROU	8490 Cabir Tallahassee			Date	QUO1 Estimate #
The Play	& Recreation Exp	perts				
Proj	ect Name		CERTI		9/15/2023	22059
Gadsden Cour	nty SD - Magnet El	CERTIFIED ABITM Przgo Przgo	ANT	MA	ST BULL	ANTITA ST
ustomer / Bill	То	Ship To			BEST	PRICE
Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351		Gadsden Elementary Magnet Johhny Riley 200 Providence Rd. Quincy, FL 32351			WE WILL BEAT AI	GULIE
ltem	D	escription	Qt	y	Cost	Total:
	base plates) **NOTES** -Surfacing Area is 43's -Surfacing Area is 32's -Total square footage **PRE-K/KINDERGAF OF WORK** 1.) Install 1x Ketchum 2.) Install 10 tons of ag 3.) Install 572 square for surfacing with a 1.5" S compliance) with a 50 .5" granule mix (2" totall aggregate rock subbat 4.) Install 1x 30'x24'x1 (inground mount) **NOTES** -Surfacing area is 26's -Total Square footage	 (32' - Swing set is 2,013 RTEN PLAYGROUND SCOPE Playground System ggregate rock subbase. feet of poured in place rubber BR thickness (4' fall height % color tpv and 50% black tpv al rubber thickness) over an se. 0' Hip Shade with Glide 				
ign below indica	price, scope of work, specific ting your acceptance and aut	ations, terms and conditions are according to the second state of	oceed	Subtota		
		ygrounds will proceed with the work		Sales Ta	ıx: (7.5%)	
			Contraction of the local division of the loc	Total:		

1-800-573-7529 | www.proplaygrounds.com

Page 2

Page 58 of 195



Item	Description	Qty	Cost	Total:
	PLAY EQUIPMENT			
QS-23-PSW120	1 Bay 2 Cantilevers - Frame w/ Hangers, 1 Bay Belt Seat Package, 1 Bay Bucket Package	1	1,699.00	1,699.00
23-PMF035	Barrington Ridge	1	36,839.00	36,839.00
QS-23-PKP025P	Camp Walden - Primary	1	5,913.00	5,913.00
	KINDERGARTEN/PRE-K PLAYGROUND	and - Press II.	and the second second	
Shipping	Combined Shipping and Freight Charges	1	3,600.00	3,600.00
23-PKP260	Ketchum	1	9,153.00	9,153.00
	SHADE/SHELTER			
22-RD243010IG	30'x24'x10' Height -INGROUND - WITH GLIDE - RECTANGLE	1	9,799.00	9,799.00
Shipping	Combined Shipping and Freight Charges	1	1,188.55	1,188.55
CSSD	Custom Shade Design - 45'x28'x15' Standard Hip Shade (on base plates)	1	21,199.00	21,199.00
	SITE AMMENITIES			
22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable Table*	1	1,199.00	1,199.00
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,099.00	1,099.00
22-B6WBULP	6' UltraLeisureStandard Bench with Back, Portable	4	599.00	2,396.00
Shipping	Combined Shipping and Freight Charges	1	1,366.60	1,366.60
	ice, scope of work, specifications, terms and conditions are accep			
with the work and/a	g your acceptance and authorization for Pro Playgrounds to proce r sales transaction described in this quotation. Upon signature and nce with this quote, Pro Playgrounds will proceed with the work a	d b b b b b b b b b b b b b b b b b b b	:: (7.5%)	
Signature	/ / Name / Title Date	— Total:		

1-800-573-7529 | www.proplaygrounds.com

Page 3

Page 59 of 195

	PLAYGROU	Tallahassee.	FL 32311	Date	Estimate #	
	ject Name		IPEMA	9/15/2023	22059	
	nty SD - Magnet El	CENTIFIED ASTAT	CERTIFIED ABITM PHASY	SUARAATTI		
Customer / Bill	То	Ship To		BEST PR	ICE	
Gadsden Count Tammy McGriff 35 Martin Luthe Quincy, FL 3235	r King Blvd	Gadsden Elementary Magne Johhny Riley 200 Providence Rd. Quincy, FL 32351		WE WILL BEAT ANY I	ALL .	
ltem	D	escription	Qty	Cost	Total:	
	SURFACING MATE	RIALS				
TPV-CT	Color TPV Granules T		55	106.11455	5,836.30	
Shipping	Combined Shipping ar	nd Freight Charges	1	2,520.00	2,520.00	
AROPT	PremArc Aromatic Bin	der-T Pail	8	188.50	1,508.00	
ARODT	PremArc Aromatic T B	inder Drum	6	1,741.57167	10,449.43	
TPV-BT	Premium 1350 Black (Granules T	55	37.88091	2,083.45	
SBRT	SBR Buffings T	CONTRACTOR INCOMES	268	30.95239	8,295.24	
	RAW MATERIALS					
CC80	Concrete for Anchoring	g - Delivered Cost	104	8.40	873.60	
FBLOCK	Footer Blocks		80	3.75	300.00	
AGG	Locally sourced crush (ABC Crush and Run	ed aggregate base materials	1	45.00	315.00	
RBAR5	No. 5 Rebar		950	1.25	1,187.50	
RMC	Ready Mix Concrete 2	500 PSI MIN	21	200.00	4,200.00	
		AND INSTALLATION**	2010 1973	Carl Start		
22-Rentals	Rentals Necessary for		1	8,805.92	8,805.92	
LBR		- Demolition or Removal		5,250.00	5,250.00	
LBR	Equipment Installation		1	31,953.60	31,953.60	
LBR	Surfacing Installation F	Per Contract	1	9,860.35	9,860.35	
DSC	Discount - Per Contrac	t Equipment	1.1.2 G. 1.1.1	-9,129.60	-9,129.60	
DSC	Discount - Per Contrac			-2,817.24	-2,817.24	
DSC	Discount - Additional			-6,943.70	-6,943.70	
AGREED AND A		ations, terms and conditions are accep	Subtotal	:	\$169,999.00	
sign below indice with the work and	nting your acceptance and aut d/or sales transaction describe	orization for Pro Playgrounds to pro d in this quotation. Upon signature an ygrounds will proceed with the work o	d	x: (7.5%)	\$0.00	

1-800-573-7529 | www.proplaygrounds.com

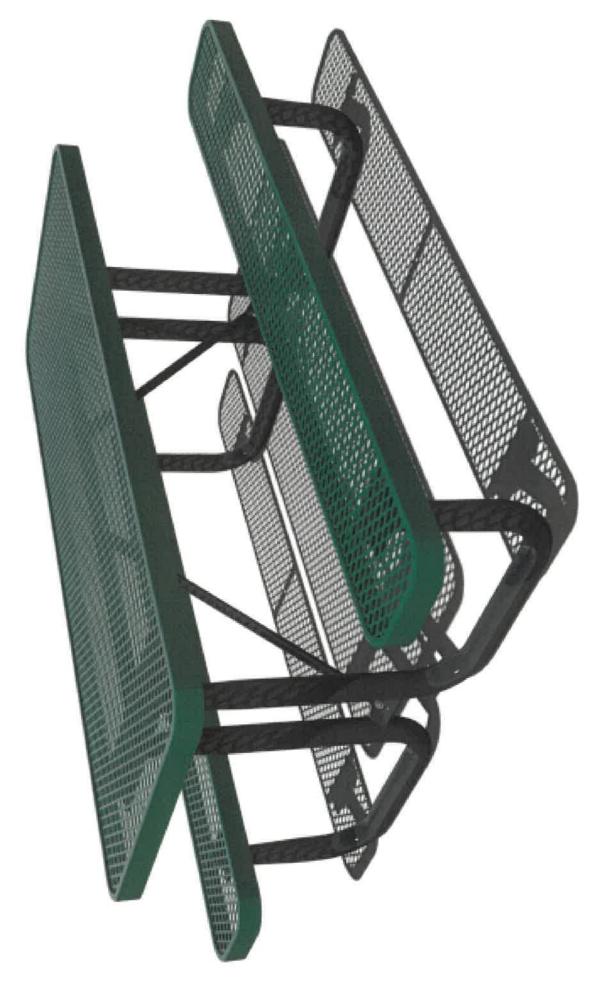




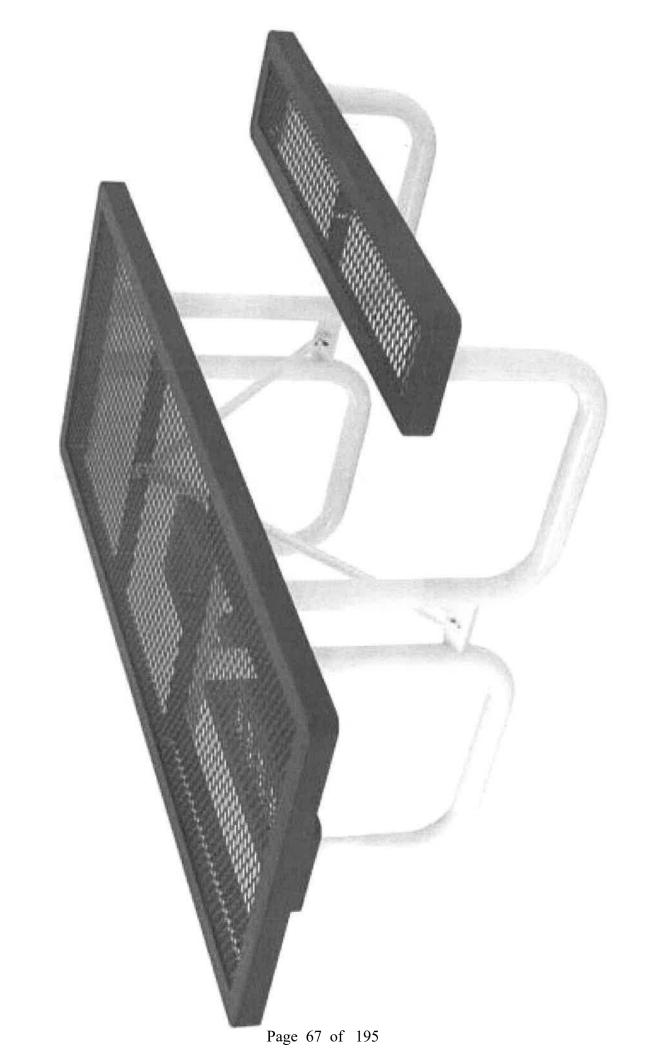


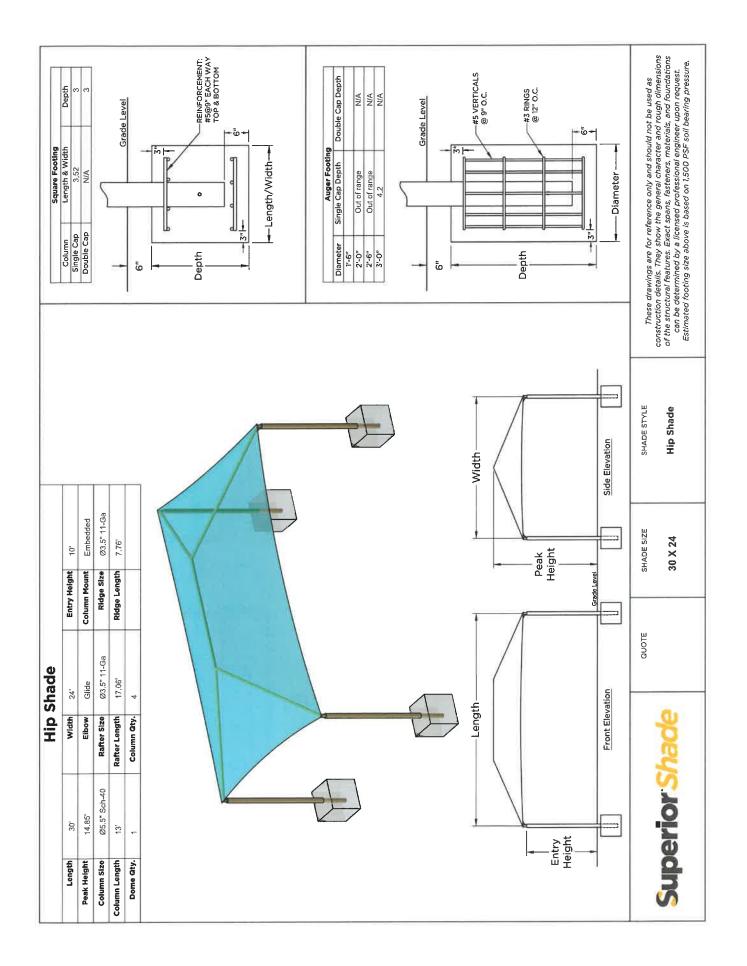


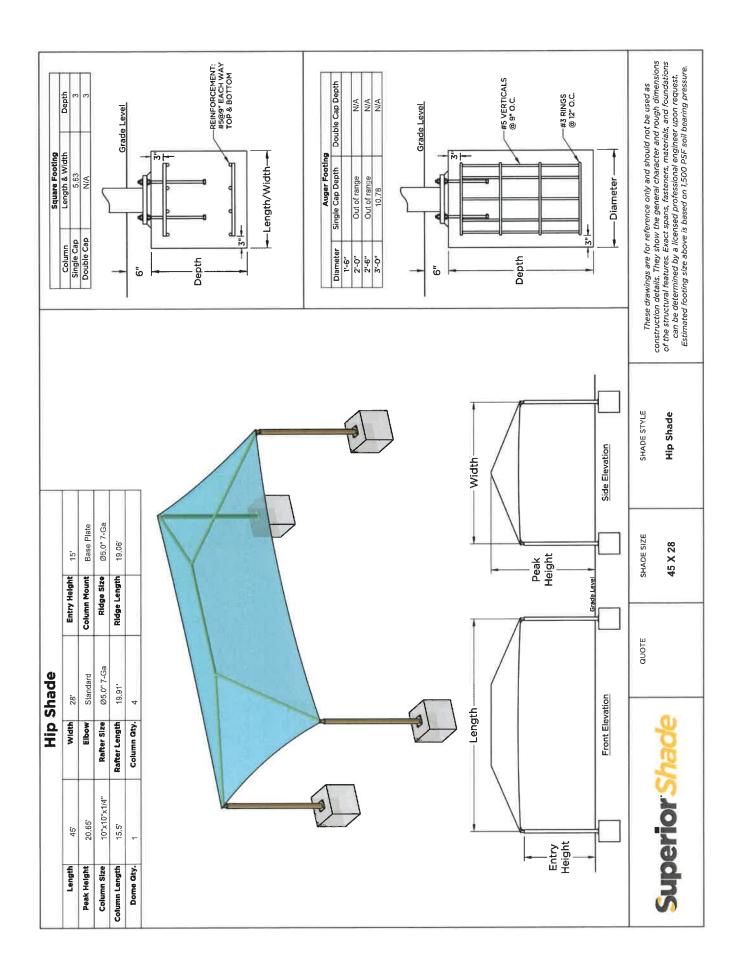




Page 66 of 195









For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 70 of 195

PRO PLAYGROUM	Pro Playgrounds 8490 Cabin Hill Road		Quote
The Play & Recreation Exp	Tallahassee, FL 32311	Date	Estimate #
Project Name		9/14/2023	22037
Gadsden County SD - George M	ABTM ABTM Page ABTM ABTM ABTM ABTM ABTM ABTM ABTM ABTM	ST BULL	AUTOR
Customer / Bill To	Ship To	BEST	PRICE
Gadsden County School District Tammy McGriff	George Munroe Elementary Johnnie Riley	TIDE	CULTURE
35 Martin Luther King Blvd Quincy, FL 32351	1830 West King Street Quincy, FL 32351	WE WILL BEAT A	NY PRICE BY 5%!

ltem	Description	Qt	у	Cost	Total:	
	Furnish labor and materials to:					
	GENERAL SCOPE OF WORK					
	1.) Remove existing playground equipment					
	a.)1x 2 deck play system					
	b.) 1x climber					
	c.) 1x 4 bay swing set					
	d.) 1x double slide					
	2.) Remove existing borders and 5,800 square feet					
	of existing wood mulch surfacing					
	3.) Assemble 4x Portable Metal Outdoor Benches					
	4.) Assemble 1x Portable Picnic Table					
	5.) Assemble 1x Portable ADA Picnic Table					
	NOTES					
	-Total square footage is 2,585					
	**ELEMENTARY PLAYGROUND AREA SCOPE OF					
	WORK**					
	1.) Install 1x Barrington Ridge Play System					
	2.) Install 1x 1 Bay 2 Cantilever Swing Set					
	3.) Install 1x Camp Walden Interactive Panels					
	4.) Install 37 tons of aggregate rock subbase					
	5.) Install 989 square feet of poured in place rubber surfacing with a 2" SBR thickness (6' fall height					
	sunacing with a 2 SBR thickness to fail height					
GREED AND ACCEPTED:			Subtotal:			
an below indica	I price, scope of work, specifications, terms and conditions are accepting your acceptance and authorization for Pro Playgrounds to pro	ceed				
with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.			Sales Tax: (7.5%)			
	1 1		Totel			
ignature Name / Title Date Total:						

1-800-573-7529 | www.proplaygrounds.com

Page 1

Page 71 of 195

PRO	PLAYGROU	Pro Plays 8490 Cabir	-	d		Quote	
	& Recreation Ex	Tallahassee.	FL 3231	1	Date	Estimate #	
Project Name			-		9/14/2023	22037	
	nty SD - George M	CERTIFIED ASTIN Prage -	CERTI	FIED	STOUL	A REAL	
Customer / Bill To		Ship To			REST	PRICE	
Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351		George Munroe Elementary Johnnie Riley 1830 West King Street Quincy, FL 32351			WE WILL BEAT ANY PRICE BY 5%!		
Item		Description	Qty	1	Cost	Total:	
	.5" granule mix (2.5" f aggregate rock subba 6.) Install 1,024 squar rubber surfacing with height compliance) w black tpv .5" granule is thickness) over an ag 7.) Install 1x 45'x28'x base plates) **NOTES** -Surfacing Area is 43 -Surfacing Area is 32 -Total square footage **PRE-K/KINDERGAL OF WORK** 1.) Install 1x Ketchum 2.) Install 1x Ketchum 2.) Install 572 square surfacing with a 1.5" compliance) with a 50	re feet of poured in place 3" SBR thickness (8' fall ith a 50% color tpv and 50% mix (3.5" total rubber gregate rock subbase. 15' Standard Hip Shade (on 2x23' - Playground 2x32' - Swing set is 2,013 RTEN PLAYGROUND SCOPE a Playground System ggregate rock subbase. feet of poured in place rubber SBR thickness (4' fall height 0% color tpv and 50% black tpv tal rubber thickness) over an					
sign below indice with the work an payment in accord	I price, scope of work, specifi ating your acceptance and au d/or sales transaction describ rdance with this quote, Pro Pla	ications, terms and conditions are acce thorization for Pro Playgrounds to pro ed in this quotation. Upon signature a aygrounds will proceed with the work	nd		Subtotal: Sales Tax: (7.5%)		
sales transaction.		1	/	T			
Signature	Name	/ Title Date		Total:			

1-800-573-7529 | www.proplaygrounds.com

Page 2

Page 72 of 195

PRn/P	LAYGROU	Pro Playg NDS 8490 Cabin			Quote
	& Recreation Ex	Tallahassee.		Date	Estimate #
	ct Name	ALL MAT SUMMAR	IPEMA	9/14/2023	22037
Gadsden Count	y SD - George M	CERTIFIED ASTM Puese	CERTIFIED ASTM F1487	ST SULRAN	TI .
Customer / Bill T	0	Ship To		BEST P	RICE
Gadsden County Tammy McGriff 35 Martin Luther H Quincy, FL 32351	King Blvd	George Munroe Elementary Johnnie Riley 1830 West King Street Quincy, FL 32351		WE WILL BEAT ANY	Int.
ltem		Description	Qty	Cost	Total:
	4.) Install 1x 30'x24'x (inground mount) **NOTES** -Surfacing area is 26 -Total Square footage				
	**PLAY EQUIPMENT	**			
23-PMF035	Barrington Ridge	1	1	36,839.00	36,839.00
QS-23-PKP025P			1	5,913.00	5,913.00
		Frame w/ Hangers, 1 Bay Belt	1	1,699.00	1,699.00
QS-23-PSW120	Seat Package, 1 Bay	Bucket Package			
QS-23-PSW120					
QS-23-PSW120 23-PKP260		PRE-K PLAYGROUND**	1	9,153.00	9,153.00

with the work and/	or sales transaction described in this quotation. Upon signature ance with this quote, Pro Playgrounds will proceed with the wor	and	orceed	
AGREED AND ACC If the above total p	CEPTED: price, scope of work, specifications, terms and conditions are ac ng your acceptance and authorization for Pro Playgrounds to p	ceptable,	Subtotal:	
	SITE AMMENITIES			
Shipping	Combined Shipping and Freight Charges		1	1,188.55
22-RD243010IG	30'x24'x10' Height -INGROUND - WITH GLIDE - RECTANGLE		1	9,799.00
CSSD	Custom Shade Design - 45'x28'x15' Standard Hip Shade (on base plates)		1	21,199.00

SHADE/SHELTER

Signature

Name / Title

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Date

Total:

21,199.00

9,799.00

1,188.55

1-800-573-7529 www.proplaygrounds.com

Page 3

Page 73 of 195

PRO PLAYGROUM	Pro Playgrounds 8490 Cabin Hill Road		Quot
The Play & Recreation Exp	Tallahassee, FL 32311	Date	Estimate #
Project Name		9/14/2023	22037
Gadsden County SD - George M	CERTIFIED AGINI AGINI AGINI AGINI AGINI AGINI AGINI	STRULA	ANTITI
Customer / Bill To	Ship To	BEST	PRICE
Gadsden County School District	George Munroe Elementary	100%	GULIE

Johnnie Riley

1830 West King Street

Quincy, FL 32351

Tammy McGriff

Quincy, FL 32351

35 Martin Luther King Blvd

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
22-B6WBULP	6' UltraLeisureStandard Bench with Back, Portable	4	599.00	2,396.00
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,099.00	1,099.00
22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable Table*	1	1,199.00	1,199.00
Shipping	Combined Shipping and Freight Charges	1	1,366.60	1,366.60
	SURFACING MATERIALS			
TPV-BT	Premium 1350 Black Granules T	55	37.88091	2,083.45
TPV-CT	Color TPV Granules T	55	106.11455	5,836.30
SBRT	SBR Buffings T	268	30.95239	8,295.24
ARODT	PremArc Aromatic T Binder Drum	6	1,741.57167	10,449.43
AROPT	PremArc Aromatic Binder-T Pail	8	188.50	1,508.00
Shipping	Combined Shipping and Freight Charges	1	2,520.00	2,520.00
	RAW MATERIALS	6		
AGG	Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	7	45.00	315.00
FBLOCK	Footer Blocks	80	3.75	300.00
CC80	Concrete for Anchoring - Delivered Cost	104	8.40	873.60
RBAR5	No. 5 Rebar	950	1.25	1,187.50
RMC	Ready Mix Concrete 2500 PSI MIN	21	200.00	4,200.00
	RENTALS, LABOR, AND INSTALLATION			
22-Rentals	Rentals Necessary for Installation	1	16,766.18	16,766.18
LBR	Demolition and Removal	1	22,252.50	22,252.50
AGREED AND AC	CEPTED: price, scope of work, specifications, terms and conditions are accep	subtotal	8	
sign below indicat with the work and payment in accord	ing your acceptance and authorization for Pro Playgrounds to proc /or sales transaction described in this quotation. Upon signature an lance with this quote, Pro Playgrounds will proceed with the work a	eed d	x: (7.5%)	
sales transaction.	1 1			
Signature	Name / Title Date	Total:		

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

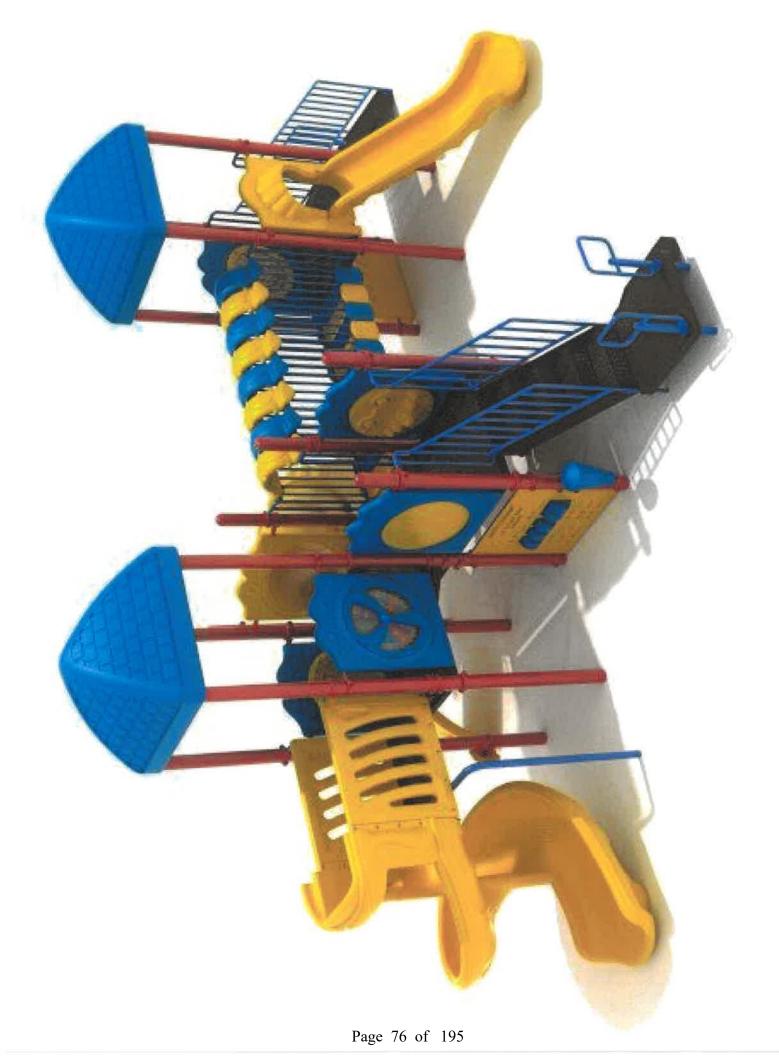
	PLAYGROU	Tallaha	ssee, FL 32311	Date	Estimate #
1.00	pject Name			9/14/2023	22037
Gadsden Cou	inty SD - George M	CERTIFIED		ST SULRAN	
Customer / Bil	То	Ship To		BEST P	RICE
Gadsden Coun	ty School District	George Munroe Elem	entary	TOUS ON	THE
Tammy McGriff 35 Martin Luthe Quincy, FL 323	er King Blvd	Johnnie Riley 1830 West King Stree Quincy, FL 32351	et i	WE WILL BEAT ANY	PRICE BY 5%!
35 Martin Luthe	er King Blvd 51	1830 West King Stree	t Qty	WE WILL BEAT ANY	PRICE BY 5%! Total:
35 Martin Luthe Quincy, FL 323 Item	er King Blvd 51 D	1830 West King Stree Quincy, FL 32351	\	Cost	
35 Martin Luthe Quincy, FL 323 Item LBR	er King Blvd 51	1830 West King Stree Quincy, FL 32351 escription	\		Total:
35 Martin Luthe Quincy, FL 323 Item LBR LBR	er King Blvd 51 D Equipment Installation Surfacing Installation	1830 West King Stree Quincy, FL 32351 escription Per Contract Per Contract	\	Cost 31,253.60 9,860.35	Total: 31,253.60 9,860.35
35 Martin Luthe Quincy, FL 323	er King Blvd 51 D Equipment Installation	1830 West King Stree Quincy, FL 32351 escription Per Contract Per Contract ct Equipment	\	Cost 31,253.60	Total: 31,253.60

AGREED AND ACCEPTER	D: cope of work, specifications, terms and c r acceptance and authorization for Pro I	conditions are acceptable,	Subtotal:	\$195,999.00
with the work and/or sale	es transaction described in this quotation. with this quote, Pro Playgrounds will proce	. Upon signature and	Sales Tax: (7.5%)	\$0.00
Signature	Name / Title	/ / Date	Total:	<u>\$195,999.00</u>
	life oo laad da biatta barra 4			

1-800-573-7529 | www.proplaygrounds.com

Page 5

Page 75 of 195

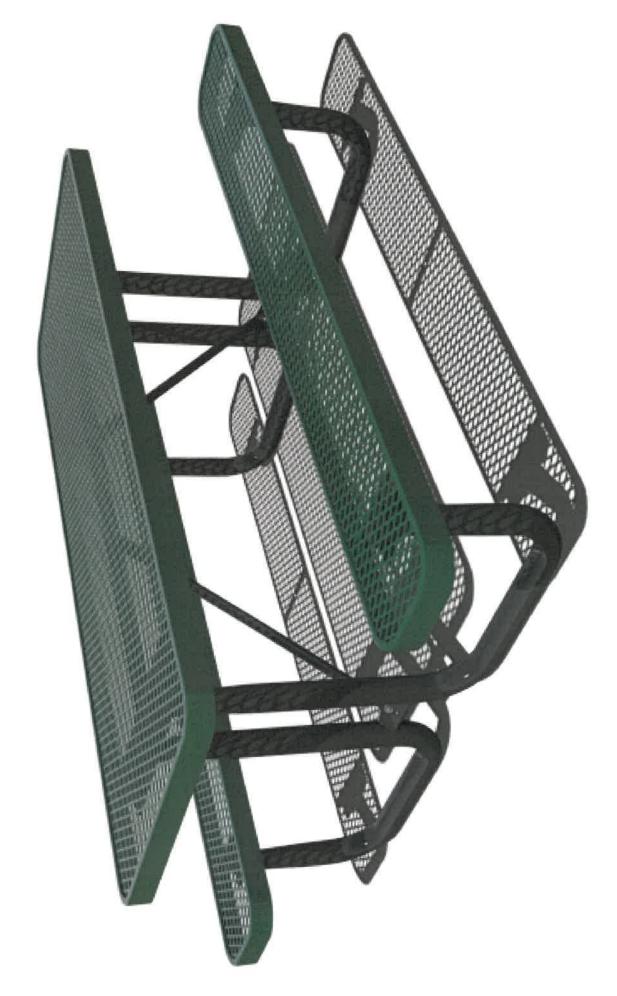


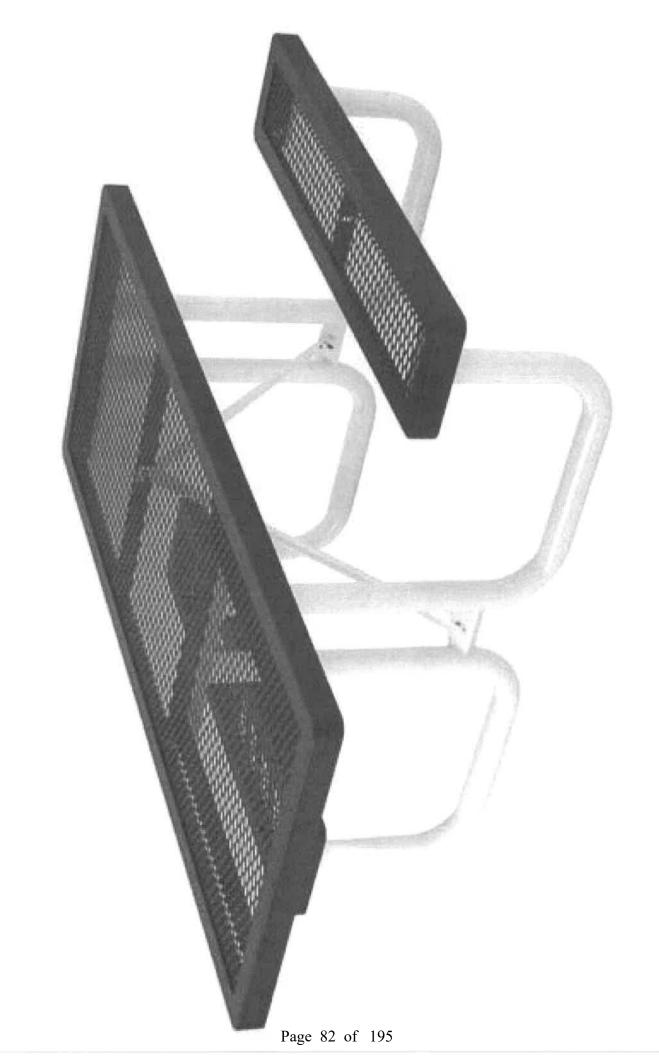


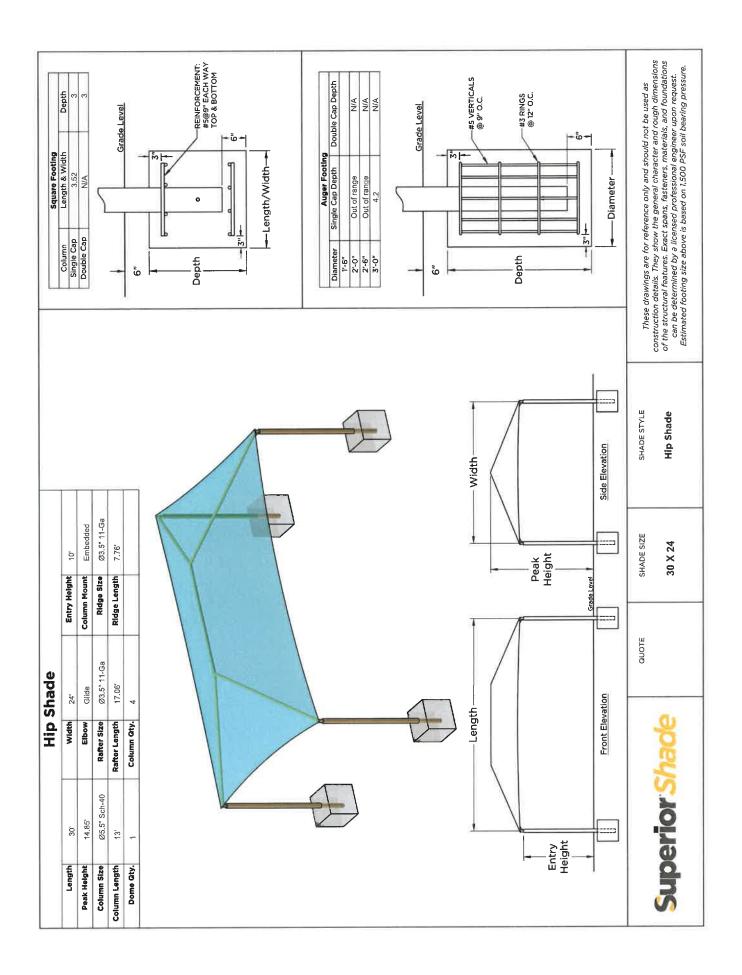


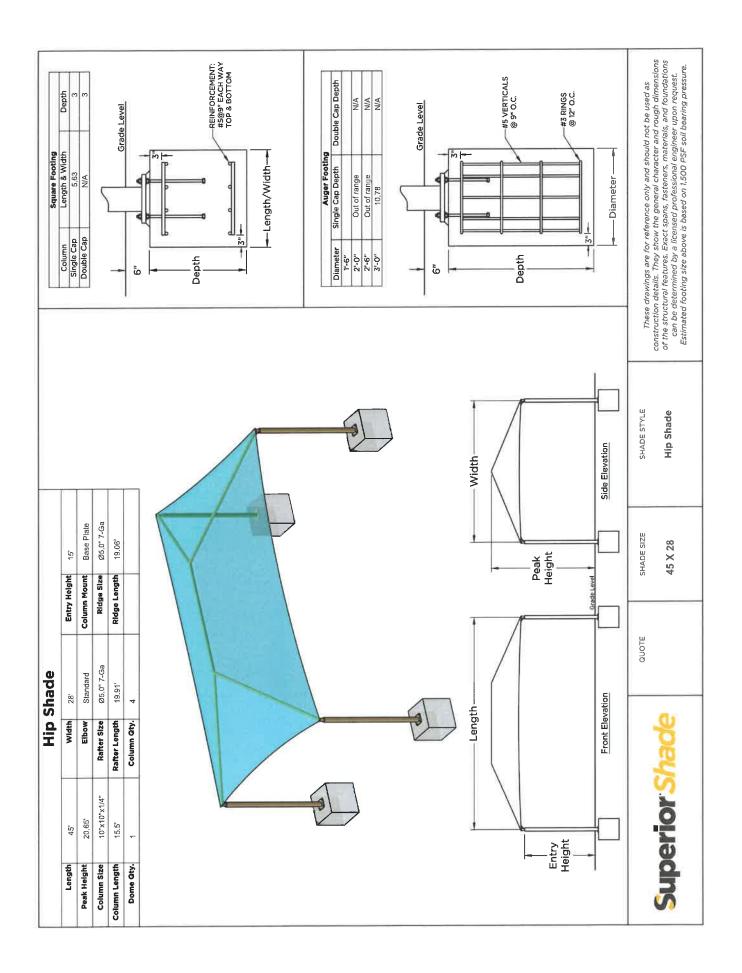














For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 85 of 195



ltem	Description	Qt	y	Cost	Total:
	Furnish labor and materials to:				
	GENERAL SCOPE OF WORK				
	1.) Remove 7,325 square feet existing wood mulch				
	and borders				
	2.) Remove existing playground equipmenta.) 1 funnel ball game				
	b.) 1x overhead climber				
	c.) 1x 2 deck playground system				
	d.) 6 bays of swing sets				
	e.) 1x climber				
	3.) Assemble 4x Portable Metal Outdoor Benches				
	4.) Assemble 1x Portable Picnic Table				
	5.) Assemble 1x Portable ADA Picnic Table				
	NOTES				
	-Total square footage is 2,585				
	**ELEMENTARY PLAYGROUND AREA SCOPE OF				
	WORK**				
	1.) Install 1x Barrington Ridge Play System				
	2.) Install 1x 1 Bay 2 Cantilever Swing Set				
	3.) Install 1x Camp Walden Interactive Panels				
	4.) Install 37 tons of aggregate rock subbase				
	5.) Install 989 square feet of poured in place rubber				
GREED AND A	CCEPTED:		Subtot		
the above tota	Il price, scope of work, specifications, terms and conditions are accep ating your acceptance and authorization for Pro Playgrounds to proc	table,	306101	ui:	
ith the work an	d/or sales transaction described in this quotation. Upon signature and rdance with this quote, Pro Playgrounds will proceed with the work a	d	Sales T	ax: (7.5%)	
			T		
gnature	Name / Title Date	100	Total:		

1-800-573-7529 | www.proplaygrounds.com

PRO PLAYGROUN		Pro Play 8490 Cabir	-	bc		Quote
	& Recreation Ex	Tallahassee	, FL 323	11	Date	Estimate #
	ject Name		TRE	MA	9/15/2023	22061
Gadsden Cour	Isden County SD - Greensbor		FIED M 87	STELLA	ANTITIC	
Customer / Bill	То	Ship To			BEST	PRICE
Gadsden Count Tammy McGriff 35 Martin Luthe Quincy, FL 3235	r King Blvd	Greensboro Elementary Johhny Riley 559 Greensboro Highway Quincy, FL 32351				NY PRICE BY 5%!
Item	D	escription	Q1	iy	Cost	Total:
	compliance) with a 50 .5" granule mix (2.5" traggregate rock subba 6.) Install 1,024 squar rubber surfacing with height compliance) with black tpv .5" granule r thickness) over an ag 7.) Install 1x 45'x28'x base plates) **NOTES** -Surfacing Area is 43' -Surfacing Area is 43' -Surfacing Area is 32' -Total square footage **PRE-K/KINDERGAN OF WORK** 1.) Install 1x Ketchum 2.) Install 1x Ketchum 2.) Install 572 square surfacing with a 1.5" S compliance) with a 50	e feet of poured in place 3" SBR thickness (8' fall th a 50% color tpv and 50% nix (3.5" total rubber gregate rock subbase. 15' Standard Hip Shade (on x23' - Playground x32' - Swing set is 2,013 RTEN PLAYGROUND SCOPE				
sign below indice with the work and	I price, scope of work, specifi ating your acceptance and au d/or sales transaction describ rdance with this quote, Pro Pla	cations, terms and conditions are acc thorization for Pro Playgrounds to pr ed in this quotation. Upon signature o sygrounds will proceed with the work	oceed and	Subto Sales	tal: Tax: (7.5%)	
Signature	Name	/ / Title Date	1	Total:		

1-800-573-7529 | www.proplaygrounds.com

Page 2

Page 87 of 195

hard states	Tallahasse	bin Hill Road ee, FL 32311	Date	Estimate #
The Play 8	Recreation Experts	Contraction of the second	9/15/2023	22061
Projec	t Name		9/15/2025	22001
Gadsden County	SD - Greensbor	ASTM F1487	ST SULRAN	III E
Customer / Bill To	Ship To		BEST PR	
Gadsden County S Fammy McGriff 35 Martin Luther K Quincy, FL 32351	Johhny Riley	У	WE WILL BEAT ANY	R P
ltem	Description	Qty	Cost	Total:
	 4.) Install 1x 30'x24'x10' Hip Shade with Glide (inground mount) **NOTES** Surfacing area is 26'x22' Total Square footage is 572 			
QS-23-PSW120	**PLAY EQUIPMENT** 1 Bay 2 Cantilevers - Frame w/ Hangers, 1 Bay Bel Seat Package, 1 Bay Bucket Package	t 1	1,699.00	1,699.00
23-PMF035	Barrington Ridge	1	36,839.00	36,839.00
QS-23-PKP025P	Camp Walden - Primary	1	5,913.00	5,913.00
	KINDERGARTEN/PRE-K PLAYGROUND	and the second		
23-PKP260	Ketchum	1	9,153.00 3,600.00	9,153.00 3,600.00
Shipping	Combined Shipping and Freight Charges		5,000.00	5,000.00
22-RD243010IG	**SHADE/SHELTER** 30'x24'x10' Height -INGROUND - WITH GLIDE - RECTANGLE	1	9,799.00	9,799.00
CSSD	Custom Shade Design - 45'x28'x15' Standard Hip	1	21,199.00	21,199.00
Shipping	Shade (on base plates) Combined Shipping and Freight Charges	1	1,188.55	1,188.55
Shipping				.,
AGREED AND ACC	rice, scope of work, specifications, terms and conditions are	acceptable, proceed	al:	

1-800-573-7529 www.proplaygrounds.com

PRO PLAYGROUN	Pro Playgrounds 8490 Cabin Hill Road		Quote
The Play & Recreation Exp	Tallahassee, FL 32311	Date	Estimate #
Project Name		9/15/2023	22061
Gadsden County SD - Greensbor	CERTIFIED ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN ASTAN	ST CUL	ATTRACT
Customer / Bill To	Ship To	BEST	PRICE
Gadsden County School District Tammy McGriff	Greensboro Elementary Johhny Riley	TIDS	CULIER C
35 Martin Luther King Blvd Quincy, FL 32351	559 Greensboro Highway Quincy, FL 32351	WE WILL BEAT A	NY PRICE BY 5%!

ltem	Description	Qty	Cost	Total:
	SITE AMMENITIES			
22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable Table*	1	1,199.00	1,199.00
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,099.00	1,099.00
22-B6WBULP	6' UltraLeisureStandard Bench with Back, Portable	4	599.00	2,396.00
Shipping	Combined Shipping and Freight Charges	1	1,366.60	1,366.60
	SURFACING MATERIALS			
TPV-CT	Color TPV Granules T	55	106.11455	5,836.30
AROPT	PremArc Aromatic Binder-T Pail	8	188.50	1,508.00
ARODT	PremArc Aromatic T Binder Drum	6	1,741.57167	10,449.43
TPV-BT	Premium 1350 Black Granules T	55	37.88091	2,083.45
SBRT	SBR Buffings T	268	30.95239	8,295.24
Shipping	Combined Shipping and Freight Charges	1	2,520.00	2,520.00
	RAW MATERIALS			
CC80	Concrete for Anchoring - Delivered Cost	104	8.40	873.60
FBLOCK	Footer Blocks	80	3.75	300.00
AGG	Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	7	45.00	315.00
RBAR5	No. 5 Rebar	950	1.25	1,187.50
RMC	Ready Mix Concrete 2500 PSI MIN	21	200.00	4,200.00
	RENTALS, LABOR, AND INSTALLATION			
22-Rentals	Rentals Necessary for Installation	1	17,481.18	17,481.18
AGREED AND AC	price, scope of work, specifications, terms and conditions are accept	Subtotal	:	
sign below indicati with the work and	ng your acceptance and authorization for Pro Playgrounds to prod for sales transaction described in this quotation. Upon signature an ance with this quote, Pro Playgrounds will proceed with the work of	d d	x: (7.5%)	

Date

Name / Title

Signature

Total:

1-800-573-7529 | www.proplaygrounds.com

Page 4

Page 89 of 195

	PLAYGROU	Tallaha	Cabin Hill Road assee, FL 32311	Date	Estimate #
	& Recreation Exp	perts	P Mala	9/15/2023	22061
	iect Name nty SD - Greensbor	CERTIFIED CERT		3/13/2023	22001
			ABTM P1487	BEST PR	ICE
Customer / Bill		Ship To		BEST	E
Gadsden County Cammy McGriff	y School District	Greensboro Element	ary	TOP'S GUL	
5 Martin Luther		559 Greensboro High	nway	WE WILL BEAT ANY I	
Quincy, FL 3235	51	Quincy, FL 32351		WE WILL BEAT ANY F	PRICE BY 5%!
Item	D	escription	Qty	Cost	Total:
BR	Demolition and Remo		1	22,252.50	22,252.50
.BR	Equipment Installation		1	31,253.60	31,253.60
.BR	Surfacing Installation	Per Contract	1	9,860.35	9,860.35
DSC	Discount - Per Contra	ct Equipment	the second second	-8,929.60	-8,929.60
DSC	Discount - Per Contra			-2,817.25	-2,817.25
SC	Discount - Additional	otoundering		-8,121.45	-8,121.45

Date

Name / Title

Signature

1-800-573-7529 www.proplaygrounds.com Ł

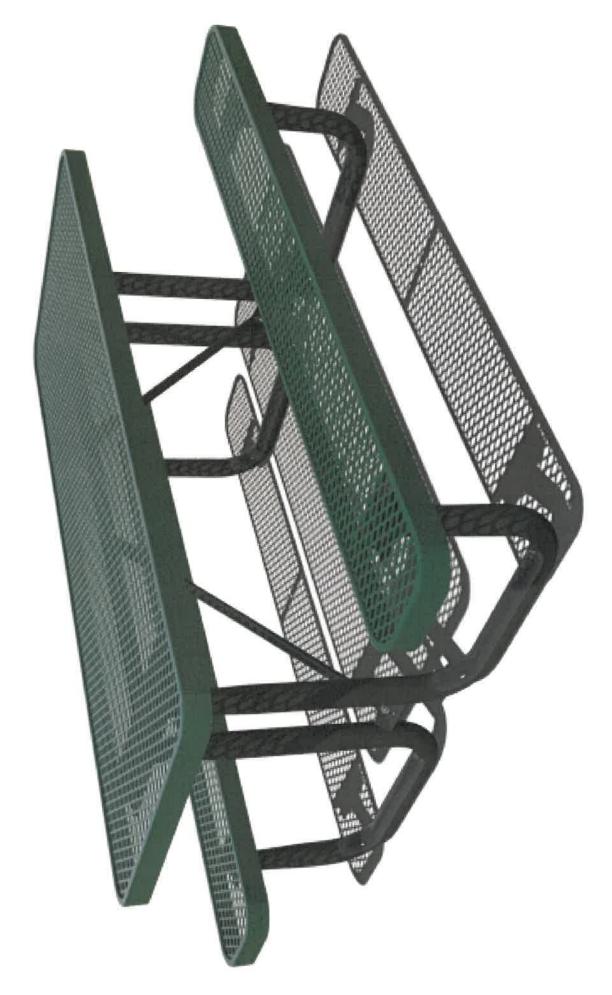


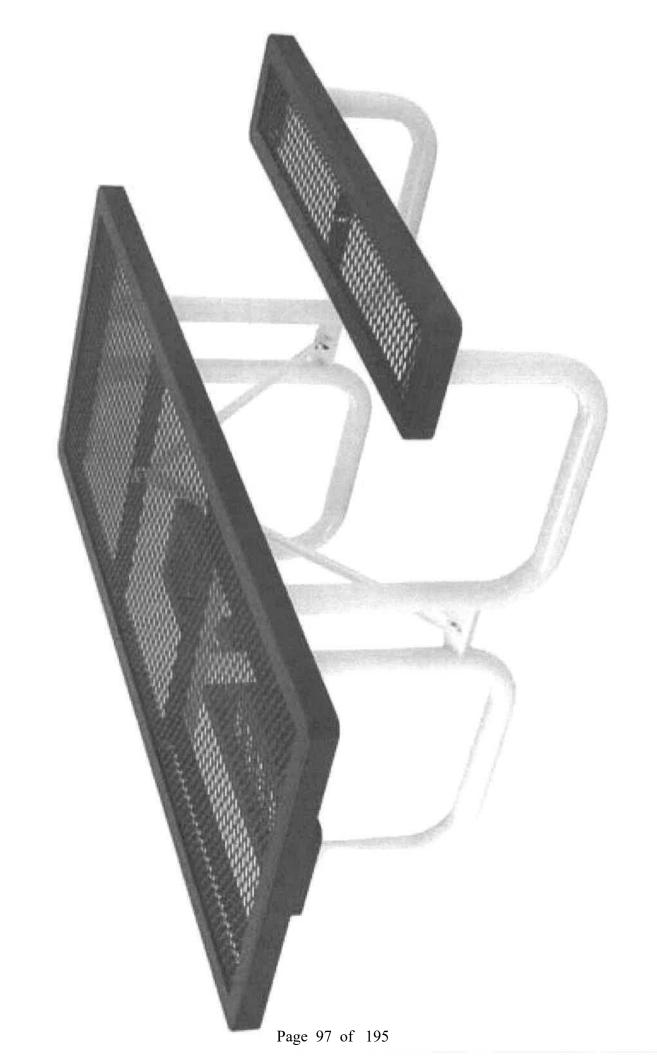


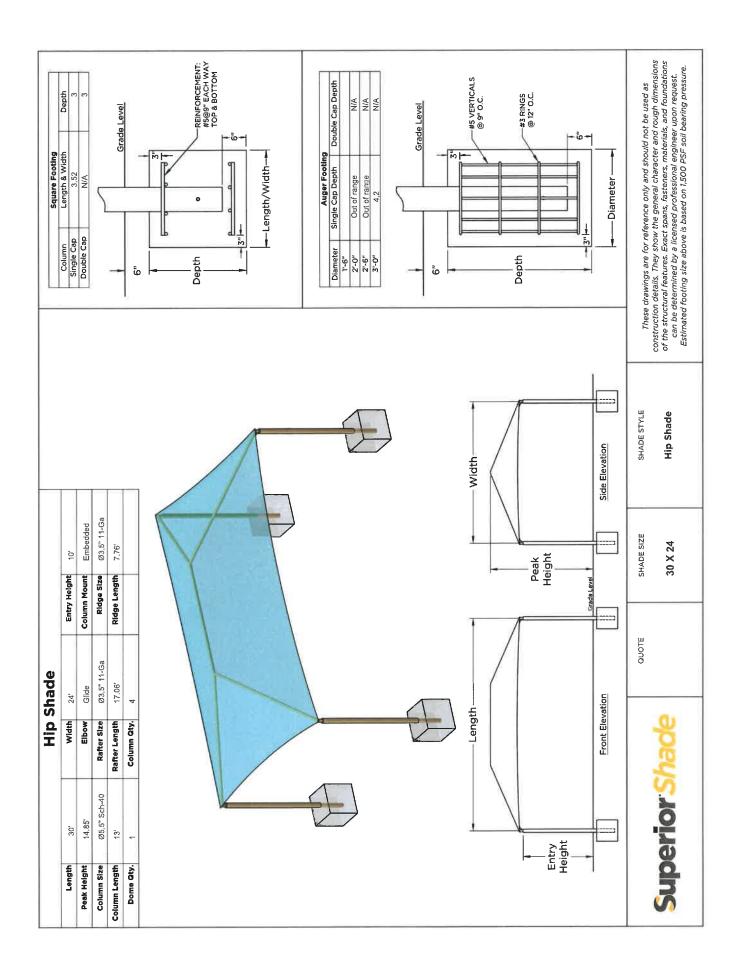


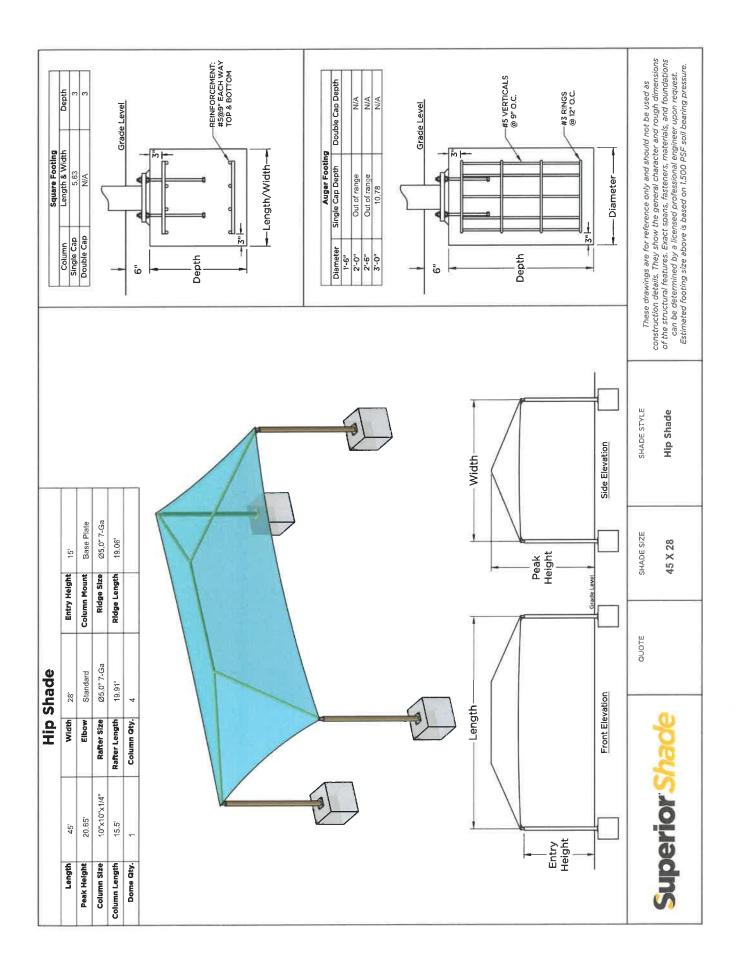














For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 100 of 195

PRO/F	LAYGROU	Pro Play NDS 8490 Cab	ygrounds in Hill Road		Quote
	& Recreation Exp	Tallahassee	e, FL 32311	Date	Estimate #
	ect Name		IPEMA	9/15/2023	22063
	ity SD - Havana M	CERTIFIED ASTM ATENS	D CERTIFIED ASTM F1487	BEST	RICE
Customer / Bill To Gadsden County School District Tammy McGriff		Gadsden County School	District	BEST	TURIN
35 Martin Luther Quincy, FL 3235	0	35 Martin Luther King Blv Quincy, FL 32351	d	WE WILL BEAT AI	NY PRICE BY 5%!
Item	De	escription	Qty	Cost	Total:

Item	Description	Q1	y	Cost	Total:
	Furnish labor and materials to:				
	**GENERAL SCOPE OF WORK				
	1.) Remove Existing Playground Equipment from				
	Kindergarten/Pre-K Playground and Big Kid's				
	Playground				
	a.) 1x Geodomes				
	b.) 3 Bay Swing Set				
	c.) 5x climbers				
	d.) 1x 2-deck playground				
	e.) 1x 4 seat see saw				
	f.) 1x balance beam				
	g.) 1x 1-deck playground				
	2.) Remove existing borders and remnants of				
	10,300 square feet of wood mulch (most of the				
	wood mulch is already gone)				
	3.) Assemble 4x Portable Metal Outdoor Bench				
	4.) Assemble 1x Portable Picnic Table				
	5.) Assemble 1x Portable ADA Picnic Table				
	NOTES				
	-Total surfaced area is 3,153 square feet				
	BIG KIDS PLAYGROUND SCOPE OF WORK				
	1.) Install 1x Barrington Ridge Playground System				
REED AND AC	CCEPTED:		Subtot	nl.	
the above total in below indicat	price, scope of work, specifications, terms and conditions are acc ing your acceptance and authorization for Pro Playgrounds to pu	eptable, oceed		wi.	
th the work and	/or sales transaction described in this quotation. Upon signature of dance with this quote, Pro Playgrounds will proceed with the work	ond	Sales Tax: (7.5%)		
	/	/			
anature	Name / Title Date		Total:		

1-800-573-7529 | www.proplaygrounds.com

Page 1

Page 101 of 195

PRO	PLAYGROU	Pro Play NDS 8490 Cabi	-	bd		Quote
	& Recreation Ex	Tallahassee			Date	Estimate #
	ject Name		PIDE		9/15/2023	22063
	nty SD - Havana M	CERTIFIED AGTM Frage	CERTI	FIED M 87	STEUR	ANTRES
Customer / Bill	То	Ship To	Ship To		REST	PRICE
Gadsden Count Tammy McGriff 35 Martin Luthe Quincy, FL 3235	-	Gadsden County School D Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351			100%	NY PRICE BY 5%!
Item		Description	Qt	y	Cost	Total:
	 5.) Install 989 square surfacing with a 2" SI compliance) with a 5". 5" granule mix (2.5" aggregate rock subba 6.) Install 1,152 squa rubber surfacing with height compliance) w black tpv .5" granule thickness) over an ag 7.) Install 1x 45'x28'x base plates) **NOTES** -Area is 36'x32' (swir -Area is 43'x23' (play -Total square footage **KINDERGARTEN/F OF WORK** 1.) Install 1x Ketchun 2.) Install 1x T Swing 	aggregate rock subbase feet of poured in place rubber BR thickness (6' fall height 0% color tpv and 50% black tpv total rubber thickness) over an ase re feet of poured in place a 3" SBR thickness (8' fall rith a 50% color tpv and 50% mix (3.5" total rubber ggregate rock subbase 15' Standard Hip Shade (on ng set) system) e is 2,141 PRE-K PLAYGROUND SCOPE n Playground System		T		
sign below indice with the work and payment in account	I price, scope of work, specif ating your acceptance and a d/or sales transaction descril rdance with this quote, Pro Pl	ications, terms and conditions are acc thorization for Pro Playgrounds to pr bed in this quotation. Upon signature aygrounds will proceed with the work	roceed and	Subto Sales	tal: Tax: (7.5%)	
sales transaction.		/ / Title Date	1	Total:		
		subject to change 1. If installation is no		L		nin e Routo

1-800-573-7529 | www.proplaygrounds.com

Page 2

Page 102 of 195

PRO PLAYGR	Pro Pla 8490 Cab	rgrounds in Hill Road		Quote
The Play & Recreation	Tallahasse	e, FL 32311	Date	Estimate #
Project Name		IPEMA	9/15/2023	22063
Gadsden County SD - Havana	CERTIFIED CERTIFIE	CERTIFIED ASTM F1487	Sta BUAR	ANTICIA
Customer / Bill To	Ship To		BEST	PRICE
Gadsden County School District Tammy McGriff	Gadsden County School Tammy McGriff		TIDS	GULINI
35 Martin Luther King Blvd Quincy, FL 32351	35 Martin Luther King Blv Quincy, FL 32351	, ,	WE WILL BEAT AI	NY PRICE BY 5%!
Item	Description	Qty	Cost	Total:

Item	Description	Qty		Cost	Total:
	 3.) Install 18 tons of aggregate rock subbase 4.) Install 572 square feet of poured in place rubber surfacing with a 1.5" SBR thickness (4' fall height compliance) with a 50% black tpv and 50% color tpv .5" granule mix (2" total rubber thickenss) over an aggregate rock subbase 5.) Install 440 square feet of poured in place rubber surfacing with a 3" SBR thickness (8' fall height compliance) with a 50% black tpv and 50% color tpv .5" granule mix (3.5" total rubber thickness) over an aggregate rock subbase. 6.) Install 1x 30'x24'x10' Hip Shade with Glide (embedded mount) **NOTES** -Area is 26'x22' (play system) -Area is 20'x22' (T swing) 				
	-Total square footage is 1,012				
	BIG KIDS PLAYGROUND EQUIPMENT				
23-PMF035	Barrington Ridge		1	36,839.00	36,839.00
QS-23-PSW006	2 Bay - Frame w/ Hangers & 2 Bay Belt Seat Package		1	2,399.00	2,399.00
QS-23-PKP025P	Camp Walden - Primary		1	5,913.00	5,913.00
	EPTED: fice, scope of work, specifications, terms and conditions are acce g your acceptance and authorization for Pro Playgrounds to pro	eptable,	btotal	:	
with the work and/a	r sales transaction described in this quotation. Upon signature a nce with this quote, Pro Playgrounds will proceed with the work	nd	les Tax	k: (7.5%)	
Signature	Name / Title Date	Tot	al:		

1-800-573-7529 | www.proplaygrounds.com

Page 3

Page 103 of 195

PRO PLAYGROU	Pro Playgrounds 8490 Cabin Hill Road		Quote
The Play & Recreation Exp	Tallahassee EL 32311	Date	Estimate #
Project Name		9/15/2023	22063
Gadsden County SD - Havana M	CENTIFIED ABITM ABITM ABITM ABITM ABITM ABITM ABITM ABITM ABITM	STAULA	ANTICIA DE LA COMPACIÓN DE LA C
Customer / Bill To	Ship To	BEST	PRICE
Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351	Gadsden County School District Tammy McGriff 35 Martin Luther King Blvd Quincy, FL 32351	WE WILL BEAT AI	GUILIN

Item	Description	Qty	Cost	Total:
11-1-1-1	**KINDERGARTEN/PRE-K PLAYGROUND		Send of L	C FIME
	EQUIPMENT**	and the second second	Charles and the	
23-PKP260	Ketchum	1	9,153.00	9,153.00
QS-23-PSW019	2 Cantilevers - Frame w/ Hangers, 1 Bay Bucket	1	1,299.00	1,299.00
	Package			0.040.00
Shipping	Combined Shipping and Freight Charges	1	3,840.00	3,840.00
	SHADE/SHELTER			
CSSD	Custom Shade Design	1	21,199.00	21,199.00
22-RD243010IG	30'x24'x10' Height -INGROUND - WITH GLIDE -	1	9,799.00	9,799.00
Shipping	Combined Shipping and Freight Charges	Retrie 1. 1	1,188.55	1,188.55
	SITE AMMENITIES	the survey of the	Burn to the Let	
22-B6WBULP	6' UltraLeisureStandard Bench with Back, Portable	4	599.00	2,396.00
22-T6UL	6' UltraLeisureRectangular Portable Table	1	1,099.00	1,099.00
22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable	1	1,199.00	1,199.00
Shipping	Combined Shipping and Freight Charges	1	1,366.60	1,366.60
	SURFACING MATERIALS		and the second	
TPV-BT	Premium 1350 Black Granules T	67	37.8809	2,538.02
TPV-CT	Color TPV Granules T	67	106.11448	7,109.67
SBRT	SBR Buffings T	322	30.95239	9,966.67
ARODT	PremArc Aromatic T Binder Drum	8	1,741.57125	13,932.57
AGREED AND ACC	EPTED: rice, scope of work, specifications, terms and conditions are accep	Subtotal	:	
sign below indicating with the work and /c	g your acceptance and authorization for Pro Playgrounds to proc or sales transaction described in this quotation. Upon signature an nce with this quote, Pro Playgrounds will proceed with the work a	d d	x: (7.5%)	

Date

Total:

1-800-573-7529 | www.proplaygrounds.com

Name / Title

Signature

Page 4

Page 104 of 195



Description	Qty	Cost	Total:
PremArc Aromatic Binder-T Pail	2	188.50	377.00
Combined Shipping and Freight Charges	1	3,000.00	3,000.00
RAW MATERIALS		1.5	
Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	57	45.00	2,565.00
Footer Blocks	86	3.75	322.50
Concrete for Anchoring - Delivered Cost	140	8.40	1,176.00
No. 5 Rebar	950	1.25	1,187.50
Ready Mix Concrete 2500 PSI MIN	21	200.00	4,200.00
RENTALS, LABOR, AND INSTALLATION			
	1	18,051.58	18,051.58
Labor and Installation for Removal of Playground	1	18,543.75	18,543.75
•	1	32,431.00	32,431.00
Surfacing Installation Per Contract	1	11,873.38	11,873.38
Discount - Per Contract Equipment		-9,129.50	- 9 ,129.50
Discount - Per Contract Surfacing		-3,392.39	-3,392.39
Discount - Additional		-12,443.90	-12,443.90
CCEPTED: I price, scope of work, specifications, terms and conditions are acce	ptable,	:	\$199,999.00
d/or sales transaction described in this quotation. Upon signature at	nd	K: (7.5%)	\$0.00
/ / /			\$199,999.00
	PremArc Aromatic Binder-T Pail Combined Shipping and Freight Charges **RAW MATERIALS** Locally sourced crushed aggregate base materials (ABC Crush and Run Typical) Footer Blocks Concrete for Anchoring - Delivered Cost No. 5 Rebar Ready Mix Concrete 2500 PSI MIN **RENTALS, LABOR, AND INSTALLATION** Rentals Necessary for Installation Labor and Installation for Removal of Playground and Surfacing Equipment Installation Per Contract Surfacing Installation Per Contract Discount - Per Contract Equipment Discount - Per Contract Surfacing Discount - Additional	PremArc Aromatic Binder-T Pail 2 Combined Shipping and Freight Charges 1 **RAW MATERIALS** Locally sourced crushed aggregate base materials 57 (ABC Crush and Run Typical) Footer Blocks 86 Concrete for Anchoring - Delivered Cost 140 No. 5 Rebar 950 Ready Mix Concrete 2500 PSI MIN 21 **RENTALS, LABOR, AND INSTALLATION** 1 Rentals Necessary for Installation 1 Labor and Installation for Removal of Playground 1 and Surfacing 1 Equipment Installation Per Contract 1 Discount - Per Contract Equipment 1 Discount - Per Contract Equipment 1 Discount - Additional 1 I price, scope of work, specifications, terms and conditions are acceptable, ating your acceptance and authorization for Pro Playgrounds to proceed Subtotal CCEPTED: 1 1 I price, scope of work, specifications, terms and conditions are acceptable, ating your acceptance and authorization for Pro Playgrounds to proceed af/or sales transaction described in this quotation. Upon signature and donore Subtotal I price, scope of work, specifications, terms and conditions are acceptable, ating your acceptance and authorization for P	PremArc Aromatic Binder-T Pail 2 188.50 Combined Shipping and Freight Charges 1 3,000.00 **RAW MATERIALS** 1 3,000.00 Locally sourced crushed aggregate base materials 57 45.00 (ABC Crush and Run Typical) 86 3.75 Footer Blocks 86 3.75 Concrete for Anchoring - Delivered Cost 140 8.40 No. 5 Rebar 950 1.25 Ready Mix Concrete 2500 PSI MIN 21 200.00 **RENTALS, LABOR, AND INSTALLATION** 1 18,051.58 Labor and Installation for Removal of Playground 1 18,051.58 Labor and Installation Per Contract 1 32,431.00 Surfacing 9,129.50 3,392.39 Discount - Per Contract Equipment -9,129.50 -3,392.39 Discount - Per Contract Surfacing -12,443.90 -12,443.90 CCEPTED: I price, scope of work, specifications, terms and conditions are acceptable; Subtotal: Ling your acceptance and authorization for Pro Playgrounds to proceed d/or states transaction described in this quotation. Upon signature and /or Y /

1-800-573-7529 | www.proplaygrounds.com

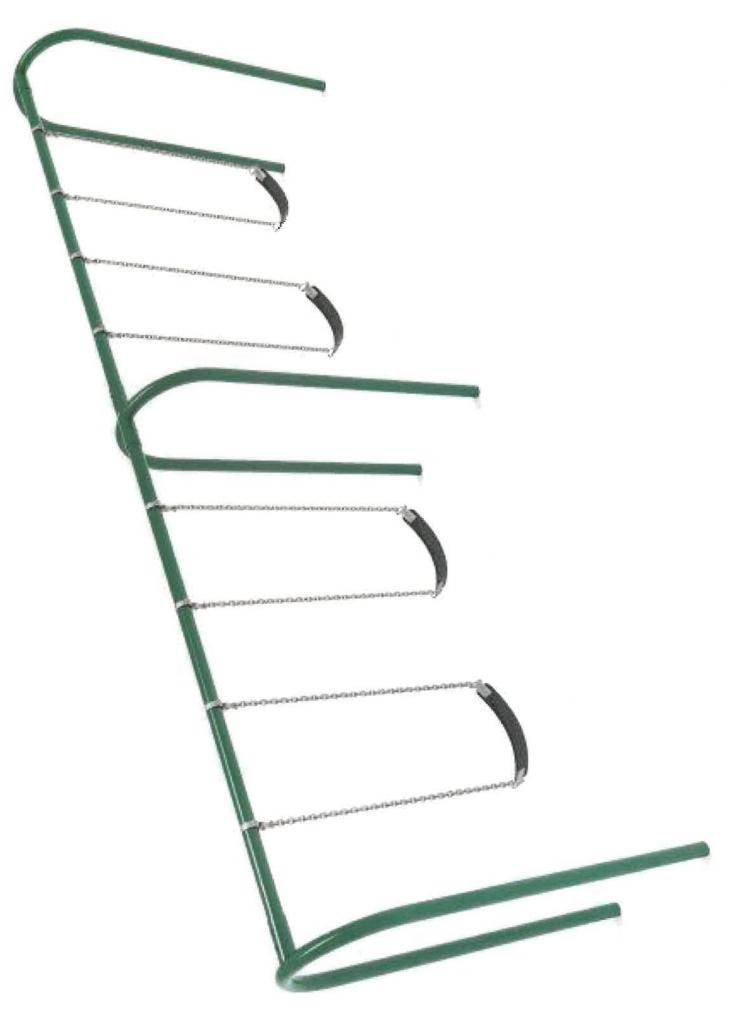
Page 5

Page 105 of 195





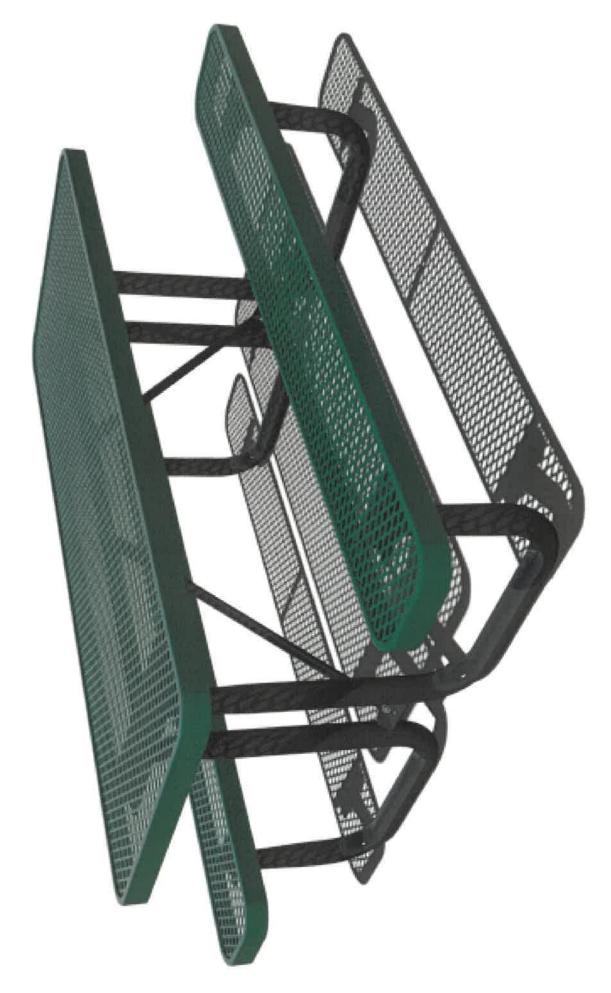


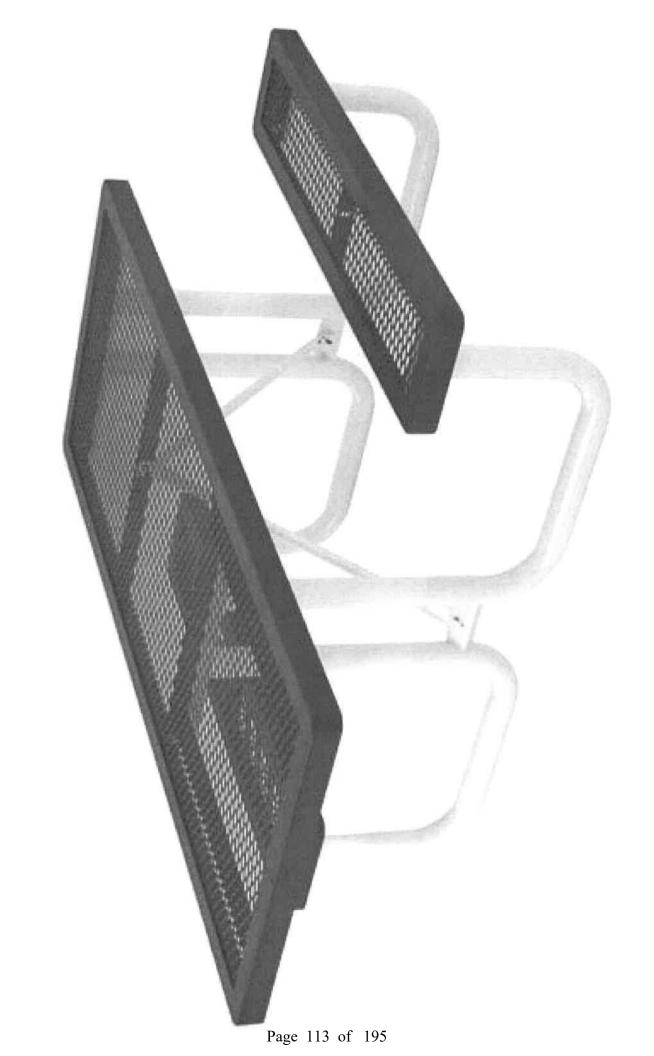


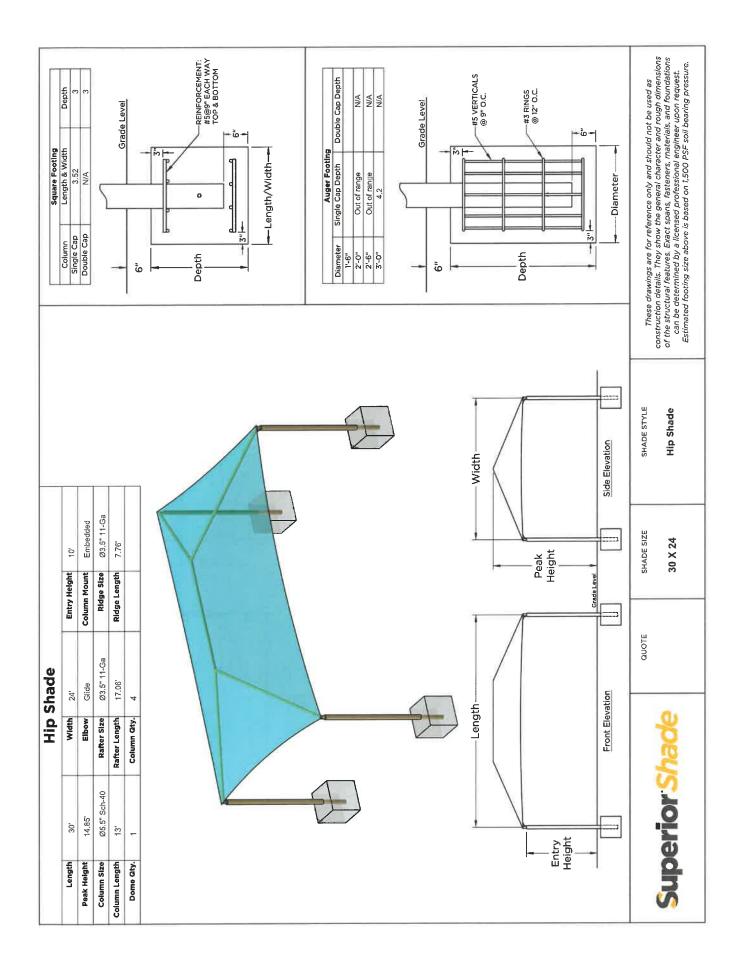
Page 109 of 195

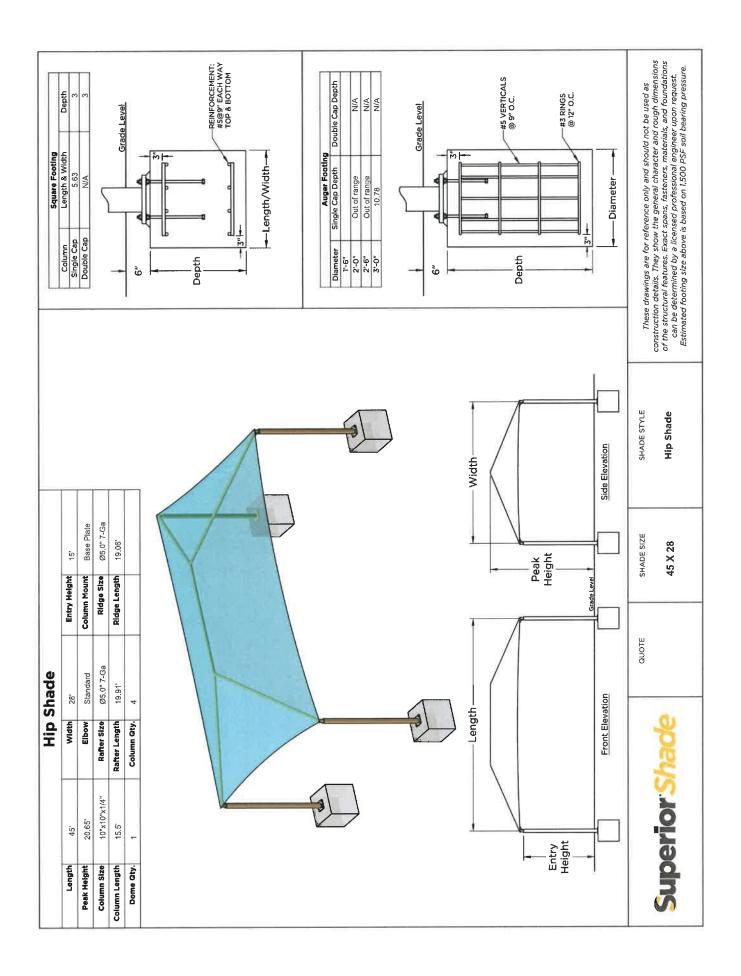














For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Page 116 of 195

CONTRACTOR AND INCOME.	LAYGROUN	Tallahassee		Date	QUOT Estimate #
	Recreation Exp	erts	an narious	9/14/2023	22029
	t Name SD - Stewart St	CEBTIHED ASTM ASTM	CERTIFIED ASTM F1487	CUAR	ANTE
ustomer / Bill To adsden County S ammy McGriff 5 Martin Luther Ki uincy, FL 32351	chool District	Ship To Stewart Street Elementary Johnny Riley 749 South Stewart Street Quincy, FL 32351		WE WILL BEAT AN	ULE
Item	De	escription	Qty	Cost	Total:
	Kindergarten/Pre-K Pla Playground a.) 2 Geodomes b.) 4 Bay Wooden Sw c.) 3 Inground Tether d.) 17 inground tires e.) 12 inground wood f.) 1 inground wood g.) 2 climbers h.) 1 3-deck playgrou 2.) Remove existing be 20,000 square feet of wood mulch is already	ving Set Ball Systems en posts n bench with shade nd system orders and remnants of wood mulch (most of the gone) ble Metal Outdoor Bench ble Picnic Table			

Name / Title

Signature

1

Date

Total:

1-800-573-7529 | www.proplaygrounds.com

Page 1

PRO P	LAYGROUI	Pro Play 8490 Cabir	-	d		Quote
	& Recreation Exp	Tallahassee	, FL 3231	1	Date	Estimate #
	ct Name		PIPEN	A	9/14/2023	22029
Gadsden Count	y SD - Stewart St	CERTIFIED ASTMI Press	CERTIN	FIED	STAUL	
Customer / Bill To	D	Ship To			REST	PRICE
Gadsden County Tammy McGriff 35 Martin Luther H Quincy, FL 32351		Stewart Street Elementary Johnny Riley 749 South Stewart Street Quincy, FL 32351			100%	NY PRICE BY 5%!
ltem	D	escription	Qty	Y	Cost	Total:
	 2.) Install 1x Camp Wa 3.) Install 1x 2 Bay Ard 4.) Install 39 tons of ag 5.) Install 989 square is surfacing with a 2" SB compliance) with a 50 .5" granule mix (2.5" to aggregate rock subbase 6.) Install 1,152 square rubber surfacing with a height compliance) with black tpv .5" granule in thickness) over an agg 7.) Install 1x 45'x28'x1 base plates) **NOTES** -Area is 36'x32' (swing -Area is 43'x23' (play solve) 	ggregate rock subbase feet of poured in place rubber R thickness (6' fall height % color tpv and 50% black tpv otal rubber thickness) over an se e feet of poured in place a 3" SBR thickness (8' fall th a 50% color tpv and 50% nix (3.5" total rubber gregate rock subbase 5' Standard Hip Shade (on g set) system) is 2,141 RE-K PLAYGROUND SCOPE				
sign below indicati	orice, scope of work, specific ng your acceptance and aut	ations, terms and conditions are acc horization for Pro Playgrounds to pr	oceed	Subto	tal:	
with the work and/	or sales transaction describe	ed in this quotation. Upon signature (ygrounds will proceed with the work	and	Sales	Tax: (7.5%)	
Signature	Name ,	/ Title Date	/	Total:		

1-800-573-7529 | www.proplaygrounds.com



ltem	Description	Qty	Cost	Total:
	 2.) Install 1x T Swing 3.) Install 18 tons of aggregate rock subbase 4.) Install 572 square feet of poured in place rubber surfacing with a 1.5" SBR thickness (4' fall height compliance) with a 50% black tpv and 50% color tpv .5" granule mix (2" total rubber thickenss) over an aggregate rock subbase 5.) Install 440 square feet of poured in place rubber surfacing with a 3" SBR thickness (8' fall height compliance) with a 50% black tpv and 50% color tpv .5" granule mix (3.5" total rubber thickness) over an aggregate rock subbase. 6.) Install 1x 30'x24'x10' Hip Shade with Glide (embedded mount) **NOTES** -Area is 26'x22' (play system) 			
	-Area is 20'x22' (T swing) -Total square footage is 1,012			
	BIG KIDS PLAYGROUND EQUIPMENT	1	26 920 00	36,839.00
23-PMF035	Barrington Ridge		36,839.00 2,399.00	2,399.00
QS-23-PSW006	2 Bay - Frame w/ Hangers & 2 Bay Belt Seat Package	'	2,355.00	2,000.00
QS-23-PKP025P	Camp Walden - Primary	1	5,913.00	5,913.00
AGREED AND ACC	ice, scope of work, specifications, terms and conditions are acces	subtotal	:	
sign below indicating	y your acceptance and authorization for Pro Playgrounds to pro r sales transaction described in this quotation. Upon signature an	ceed		

Name / Title

Signature

Date

Total:

1-800-573-7529 | www.proplaygrounds.com

Page 3

Page 119 of 195

	LAYGROUN	Tallahassee.		Date	Quot Estimate #
	Recreation Exp	erts	Narion -		
Projec	t Name			9/14/2023	22029
Gadsden County	SD - Stewart St	ASTM PTER	ASTM F1487	ST BURBAN	
Customer / Bill To		Ship To		BEST P	RICE
Gadsden County S Fammy McGriff 35 Martin Luther Ki Quincy, FL 32351		Stewart Street Elementary Johnny Riley 749 South Stewart Street Quincy, FL 32351		WE WILL BEAT ANY	ALL ST
Item	De	scription	Qty	Cost	Total:
	**KINDERGARTEN/PF	RE-K PLAYGROUND	- THE R	NUV SAGIR	
	EQUIPMENT**		1	14463823	
3-PKP260	Ketchum		1	9,153.00	9,153.00
QS-23-PSW019	2 Cantilevers - Frame w/ Hangers, 1 Bay Bucket Package		1	1,299.00	1,299.00
Shipping	Combined Shipping an	d Freight Charges	1	3,840.00	3,840.00
	SHADE/SHELTER				
CSSD	Custom Shade Design		1	21,199.00	21,199.00
22-RD243010IG	30'x24'x10' Height -IN RECTANGLE	GROUND - WITH GLIDE -	1	9,799.00	9,799.00
Shipping	Combined Shipping an	d Freight Charges	1	1,188.55	1,188.55
	SITE AMMENITIES		Sector 1 1	Street and Street	
22-B6WBULP		d Bench with Back, Portable	4	599.00	2,396.00
22-T6UL	6' UltraLeisureRectang		1	1,099.00	1,099.00
2-T6ULHDCP		ble Rectangular Portable	1	1,199.00	1,199.00
Shipping	Combined Shipping an	d Freight Charges	1	1,366.60	1,366.60
	SURFACING MATER	RIALS		20.00	
ΓΡV-BT	Premium 1350 Black G	Granules T	67	37.8809	2,538.02
TPV-CT	Color TPV Granules T		67	106.11448	7,109.67
SBRT	SBR Buffings T		322	30.95239	9,966.67
AGREED AND ACC		ations, terms and conditions are accep	Subtota	:	
sign below indicating with the work and/o payment in accorda	your acceptance and auth r sales transaction describe	orization for Pro Playgrounds to pro d in this quotation. Upon signature an grounds will proceed with the work of	d al T	x: (7.5%)	
sales transaction.		1 1	31.31		
Signature	Name /	Title Date	Total:		

1-800-573-7529 | www.proplaygrounds.com

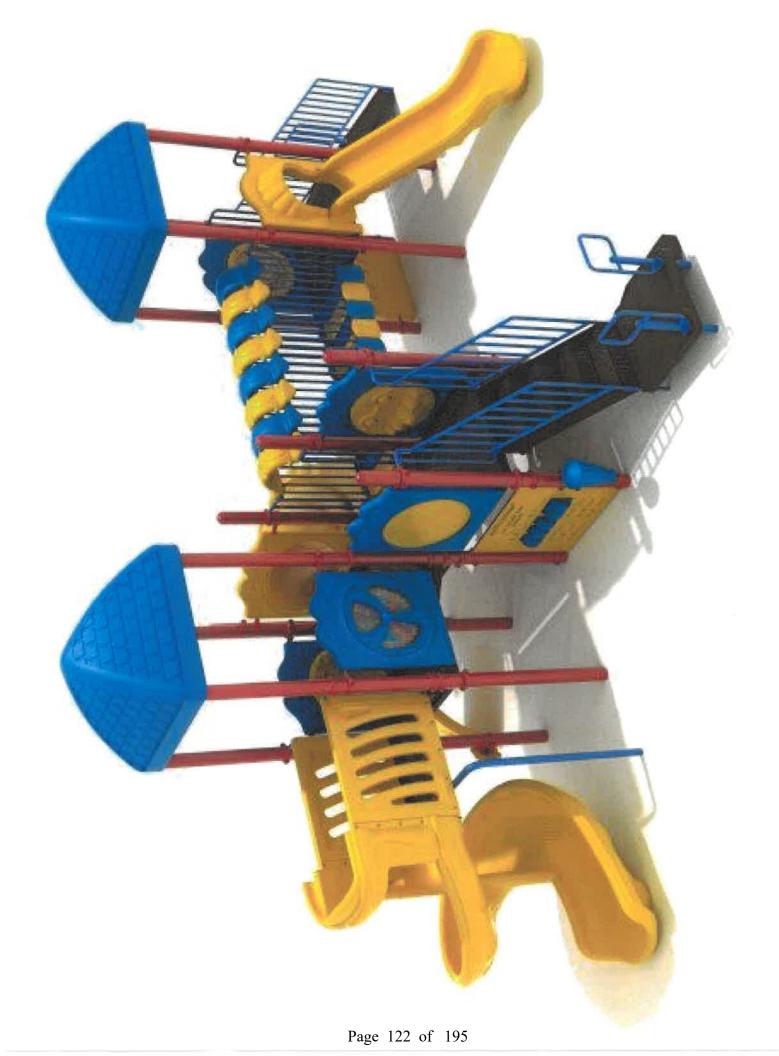
Page 4

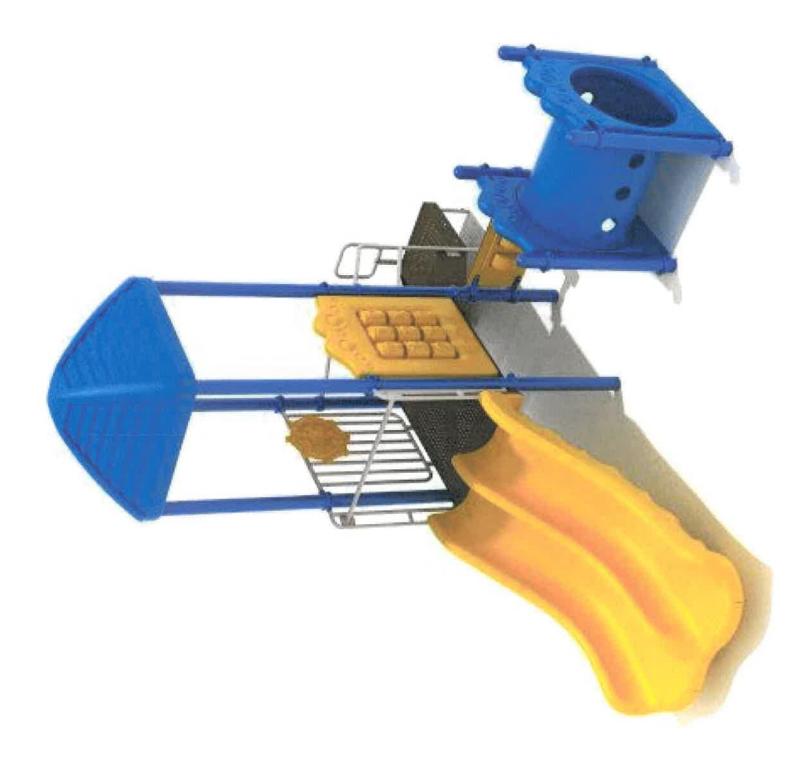
Page 120 of 195

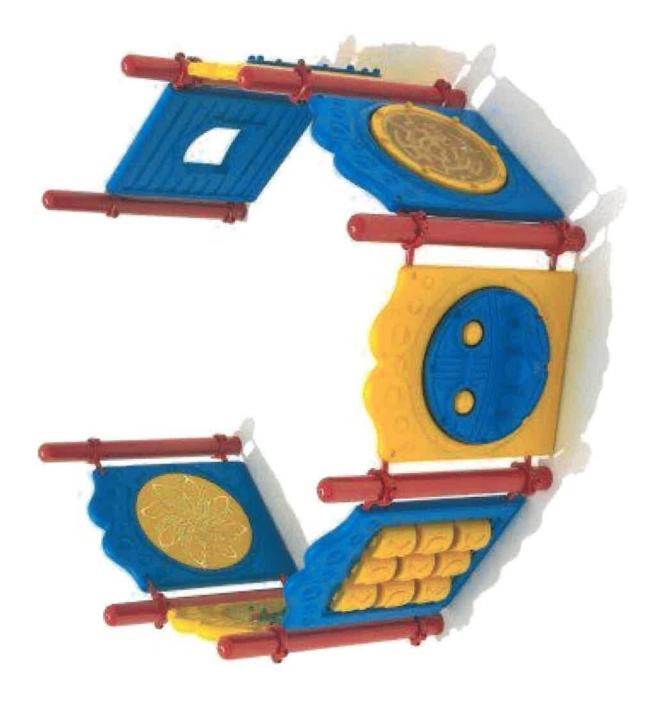
The Play	& Recreation Expe	Tallahassee,	FL 32311	Date	Estimate #
Pro	ject Name		TREMA	9/14/2023	22029
Gadsden Cou	nty SD - Stewart St	CERTIFIED ASTM ASTM ASTM F1288	CERTIFIED ABTM F1487	SUBBRANT	0
Customer / Bill	То	Ship To		BEST PR	ICE
Gadsden Count Tammy McGriff 35 Martin Luthe Quincy, FL 323	-	Stewart Street Elementary Johnny Riley 749 South Stewart Street Quincy, FL 32351	V	VE WILL BEAT ANY P	N .
Item	Des	cription	Qty	Cost	Total:
ARODT	PremArc Aromatic T Bir	der Drum	8	1,741.57125	13,932.57
AROPT	PremArc Aromatic Bind	er-T Pail	2	188.50	377.00
Shipping	Combined Shipping and	Freight Charges	1	3,000.00	3,000.00
	RAW MATERIALS		Martine Martin	45.00	0.505.0
AGG	(ABC Crush and Run Ty	I aggregate base materials prical)	57	45.00	2,565.0
FBLOCK	Footer Blocks	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	86	3.75	322.5
CC80	Concrete for Anchoring	- Delivered Cost	140	8.40	1,176.00
RBAR5	No. 5 Rebar		950	1.25	1,187.5
RMC	Ready Mix Concrete 25	DO PSI MIN	21	200.00	4,200.0
	RENTALS, LABOR, A	ND INSTALLATION			
22-Rentals	Rentals Necessary for I		1	15,321.58	15,321.5
LBR	Labor Demolition and R		1	22,252.50	22,252.50
LBR	Equipment Installation F	Per Contract	1	31,953.25	31,953.2
LBR	Surfacing Installation Pe	er Contract	1	11,873.38	11,873.3
DSC	Discount - Per Contract	Equipment		-9,129.50	-9,129.50
DSC	Discount - Per Contract			-3,392.39	-3,392.3
DSC	Discount - Additional			-8,944.90	-8,944.9
AGREED AND A	CCEPTED:				
If the above tota sign below indice	I price, scope of work, specifica ating your acceptance and author	tions, terms and conditions are accer rization for Pro Playgrounds to pro	ceed	:	\$203,999.0
with the work an	d/or sales transaction described	in this quotation. Upon signature a prounds will proceed with the work	nd	x: (7.5%)	\$0.0

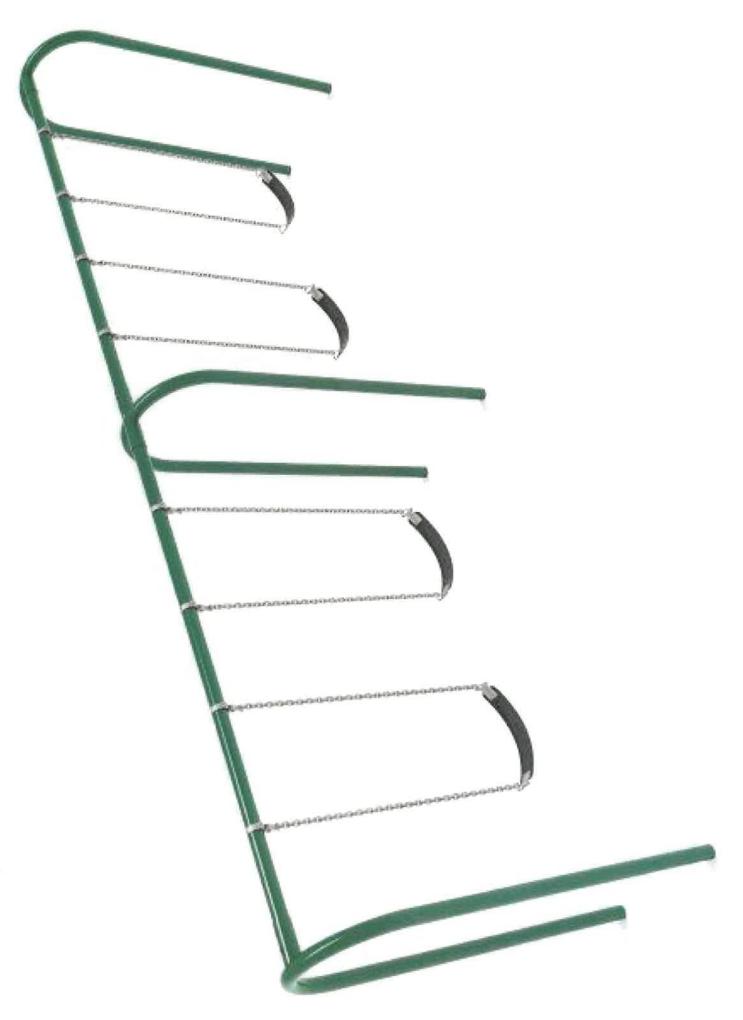
1-800-573-7529 | www.proplaygrounds.com

Page 5





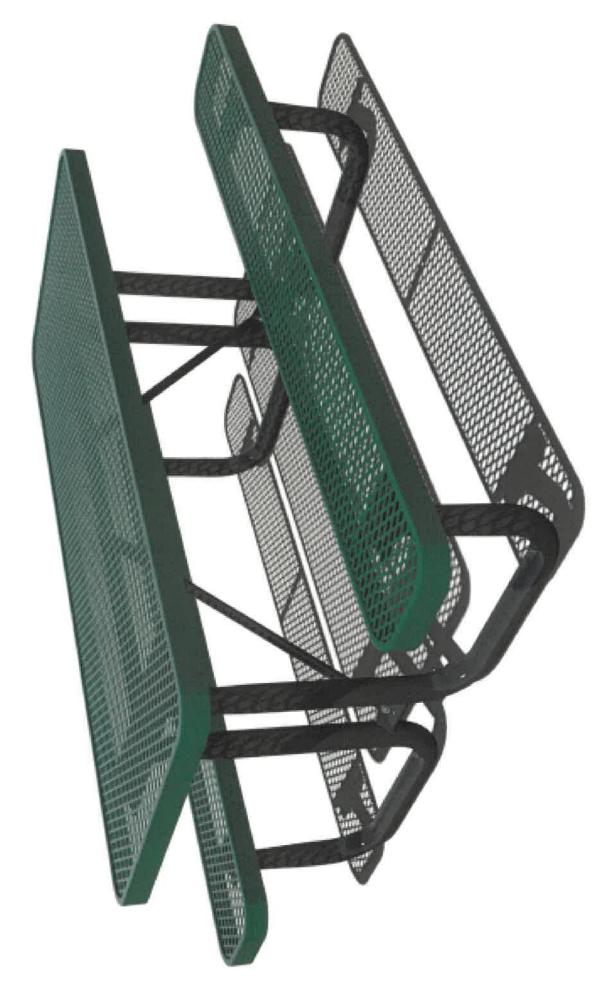


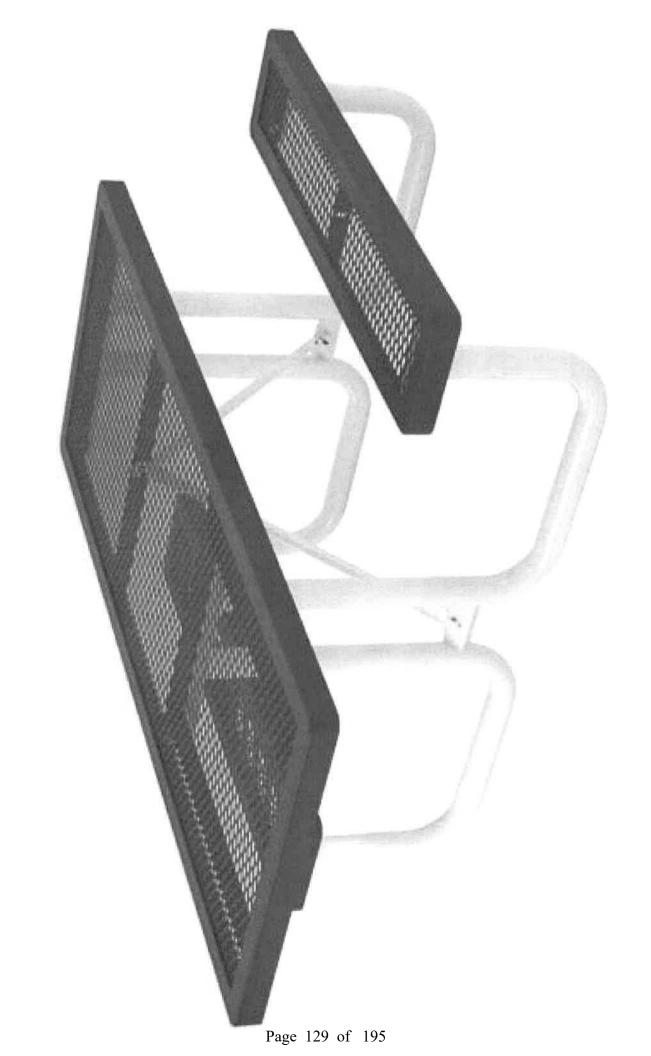


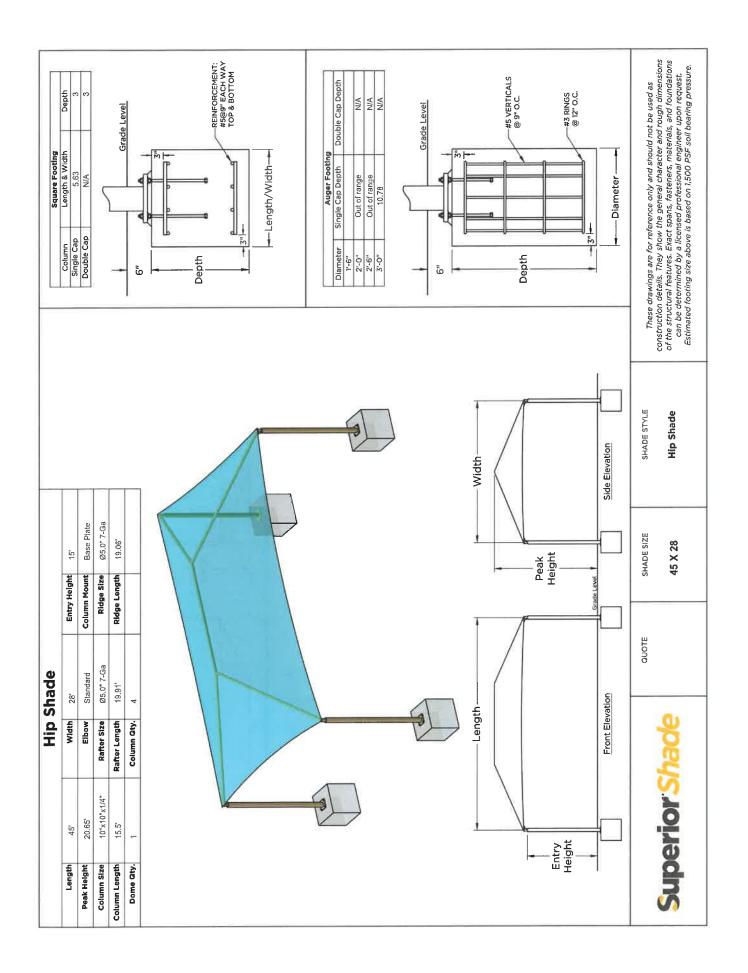
Page 125 of 195

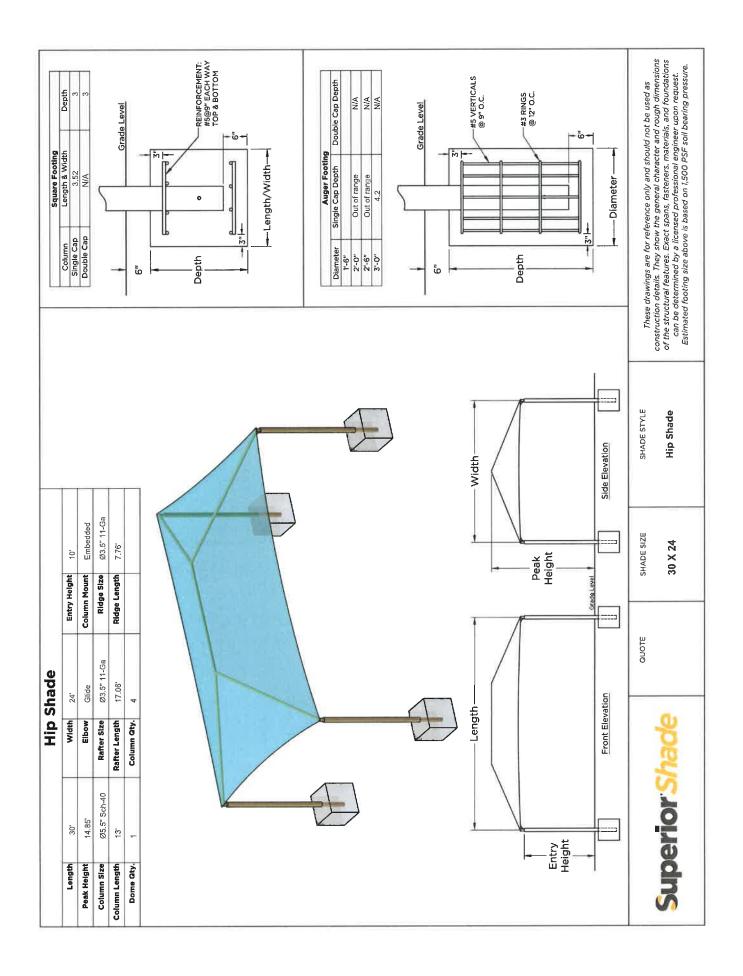












SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

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

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: Purchase Order Request for Shaw Integrated Solutions

DIVISION: <u>Facilities</u>

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

PURPOSE AND SUMMARY OF ITEM: This request is for School Board approval of three

purchase orders to be issued to Shaw Integrated Solutions. This would be for the purchase and

installation of luxury vinyl tile (LVT) to replace the carpet at select locations and to replace the

existing LVT with new LVT at select locations. The locations are the Max Walker

Administrative Building, Gadsden County High School and Building #7 at 655 South Stewart

Street. These materials and services are available from Shaw Integrated Solutions through a

solicitation award from Sourcewell (Contract #080819-SII). Attached are copies of the three

quotes and the agreement between Sourcewell and Shaw Industries, Inc.

FUND SOURCE: ESSER 2 lump sum

AMOUNT: Max Walker Administrative Building - \$96,557.03 Gadsden County High School - \$44,072.00 Building #7 at 655 South Stewart Street - \$25,941.16

PREPARED BY: Brenton Hudson $B \in \mathcal{H}$

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS	TO BI	E COMPLETED	BY	PREPARER
-----------------------	-------	-------------	----	----------

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____ NA___

REVIEWED BY: _____

Page 132 of 195



Proposal Submitted To School Board of Gadsden County	Attentio	on ts Payable		Phone Fax (850) 627-9651 () -			Date 09/15/23
Proposal Name				Job Name			Job #
Admin Bldg				(STFLS) Admin Bldg			134665
Street School Board of Gadsden County 35 Martin L King, Jr. Blvd			Job Street 35 Martin Luther King Jr Blvd			Proposal ID 151344	
	Architect Sourcewell FL		Add #	Job City, State and Zip Quincy, FL 32351441		Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Charisma Tile	61485/Top Notch	1,775.99	SY	\$25.95	\$46,086.94
Tru Colours EW24	68485/Deep Navy	32.00	SY	\$29.80	\$953.60
Terrain II 20 mil LVT 6" x 48"	05016/Lark	2,461.48	SF	\$2.25	\$5,538.33
LokWorx+ Resilient Boxed Goods/LVT Adhesiv 4 Gallon	e	4.00	Each	\$155.00	\$620.00
N5000 Pressure Sensitive Adhesive		15.00	4 Gal	\$87.00	\$1,305.00
Furniture Removal and Replacement		54.00	Each	\$60.50	\$3,267.00
Carpet Removal		1,742.00	SY	\$3.69	\$6,427.98
Carpet Disposal		1,742.00	Each	\$1.33	\$2,316.86
Floor Prep		53.00	Each	\$60.50	\$3,206.50
Carpet Tile Installation		1,807.00	SY	\$8.20	\$14,817.40
Open Market - Furnish Base		4,200.00	LF	\$0.85	\$3,570.00
Install Base		4,200.00	LF	\$1.33	\$5,586.00
Estimated Freight		1.00	Each	\$2,861.42	\$2,861.42
				Base Bid Total:	\$96,557.03

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII

- 2. 30161700-20-ACS
- 3. Local Contact: Kelly Bonds 850.510.8399
- 4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- 5. Proposal does not include removal of any materials containing asbestos.
- 6. All pricing is based on work being completed during normal working hours.
- 7. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- 8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc).
- 9. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- 10. Please email your Purchase Order to Chad Cloer at chad.cloer@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- 11. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- 12. Remit to Address: SHAW INTEGRATED SOLUTIONS, PO Box 748552, Atlanta GA 30384-8552

Page 133 of 195



We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Crystal Backery

___Crystal Zachery Email: crystal.zachery@shawinc.com

\$96.557.03

Conditions of Proposal:

- This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Mail Drop 999 P.O. Box 748552 Atlanta, GA 30384-8552



Proposal Submitted To School Board of Gadsden Count	ty Account	o n ts Payable		Phone (850) 627-9651	Fax () -		Date 08/29/23
Proposal Name				Job Name			Job #
Gadsden High School - Rms 824, 826, 828, 829, 810,				STFLS- Gadsden High Sc	hool - Rm	is 824, 82	168978
Street School Board of Gadsden County 35 Martin L King, Jr. Blvd				Job Street 35 Martin Luther King Jr Blvd			Proposal ID 190888
ony, oraco ana mip	Architect Sourcewell FL		Add #	Job City, State and Zip Quincy, FL 32351441		Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Terrain II 20 mil LVT 6" x 48"	TBS/To Be Selected	7,200.00	SF	\$2.00	\$14,400.00
LokWorx Resilient Adhesive 4 Gallon		7.00	Each	\$155.00	\$1,085.00
Carpet Removal		800.00	SY	\$3.03	\$2,424.00
Carpet Disposal		800.00	SY	\$1.20	\$960.00
4" Vinyl Base Installation- excludes materials		900.00	LF	\$1.33	\$1,197.00
Transitions Installation- excludes materials		60.00	LF	\$1.05	\$63.00
Furniture Removal and Replacement		29.00	SY	\$55.00	\$1,595.00
Skimcoat - Labor & Material (LVT requires two skimcoats)		7,200.00	SF	\$0.74	\$5,328.00
LVT Installation- no pattern; excludes materials		7,200.00	SF	\$1.99	\$14,328.00
OM - 4" Vinyl Base		900.00	LF	\$1.65	\$1,485.00
OM - Transition Material		60.00	SF	\$2.30	\$138.00
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$1,069.00	\$1,069.00
				Base Bid Total:	\$44,072.00

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII

2. 30161700-20-ACS

3. Local Contact: Kelly Bonds

4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address

5. Proposal does not include removal of any materials containing asbestos.

- 6. All pricing is based on work being completed during normal working hours.
- 7. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- 8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- 10. Please email your Purchase Order to Chad Cloer at chad.cloer@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- 11. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- 12. Remit to Address: SHAW INTEGRATED SOLUTIONS, PO Box 748552, Atlanta GA 30384-8552



We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Chad Cloer

Signature: Chad Clean

Email: chad.cloer@shawinc.com

\$44,072.00

Conditions of Proposal:

- 1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall camy insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified. Signed:_

Customer: School Board of Gadsden County

Page 136 of 195

Date:



Proposal Submitted To School Board of Gadsden Count	y Attentio	on ts Payable		Phone (850) 627-9651	Fax () -		Date 09/11/23
Proposal Name				Job Name			Job #
STFLS- ESE Bldg Lobby, Rms, Breakrm LVT				STFLS- ESE Bldg Lobby, Rms, Breakrm LVT			169429
Street School Board of Gadsden County 35 Martin L King, Jr. Blvd			Job Street 35 Martin Luther King Jr Blvd			Proposal ID 191418	
ony, oraco ana mp	Architect Sourcewell FL		Add #	Job City, State and Zip Quincy, FL 32351441		Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Terrain II 20 mil LVT 6" x 48"	TBS/To Be Selected	3,796.52	SF	\$2.00	\$7,593.04
LokWorx Resilient Adhesive 4 Gallon		4.00	Each	\$155.00	\$620.00
Carpet Demolition (standard)		242.00	SY	\$3.03	\$733.26
Carpet Disposal		242.00	Each	\$1.33	\$321.86
Transition Installation (excludes materials)		48.00	LF	\$1.25	\$60.00
Furniture Removal and Replacement		18.00	SY	\$60.50	\$1,089.00
LVT/VCT Demolition (standard)		1,540.00	SY	\$0.83	\$1,278.20
LVT/VCT Disposal		1,540.00	Each	\$0.55	\$847.00
Skimcoat - Labor & Material (LVT requires two skimcoats)		3,780.00	Each	\$0.74	\$2,797.20
LVT Installation (no pattern; excludes materials)		3,780.00	SF	\$1.99	\$7,522.20
Furnish and Install 4 1/2" Base		800.00	LF	\$3.00	\$2,400.00
OM - Transition Material		48.00	SF	\$2.30	\$110.40
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$569.00	\$569.00
				Base Bid Total:	\$25,941.16

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 080819-SII

- 2. 30161700-20-ACS
- 3. Local Contact: Kelly Bonds
- 4. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- 5. Proposal does not include removal of any materials containing asbestos.
- 6. All pricing is based on work being completed during normal working hours.
- 7. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- 8. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc).
- 9. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- 10. Please email your Purchase Order to Chad Cloer at chad.cloer@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- 11. A 2.5% fee will be assessed on the total bid amount at time of payment if utilizing a credit card.
- 12. Remit to Address: SHAW INTEGRATED SOLUTIONS, PO Box 748552, Atlanta GA 30384-8552

Page 137 of 195



We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Chad Cloer

Signature: Chad Class

Email: chad.cloer@shawinc.com

\$25,941.16

Conditions of Proposal:

- 1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified. Customer: School Board of Gadsden County



CONTRACT EXTENSION

Contract Number: #080819-SII

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor) have entered into Contract #080819-SII for the procurement of Flooring Materials, with Related Supplies and Services. The Contract has an expiration date of October 11, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 11, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by Jeremy Schwartz COFD2A139D06489... Bv:

Jeremy Schwartz

Title: Chief Procurement Officer 6/15/2023 | 7:15 AM CDT Date: Shaw Industries, Inc.

DocuSigned by: James L. Einspatrick Bv: James L Kirkpatrick

Title: Treasurer / CFO	
------------------------	--

	6/21/2023		3:45	AM	PDT
Date:		_		_	



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

- C. WARRANTY. Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcewell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcewell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested

change, along with the requested change (e.g., addition, deletion, price change)
 Include a complete restatement of pricing documentation in Microsoft Excel
 with the effective date of the modified pricing, or product addition or deletion. The
 new pricing restatement must include all Equipment, Products, and Services offered,
 even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcewell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at governmentowned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for

any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- D Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and

6

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

- 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT
- A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.
- B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

Rev. 4/2019

ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Rev. 4/2019

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.

3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

Rev. 4/2019

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Exercise any remedy provided by law or equity, or

• Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

Rev. 4/2019

\$1,000,000 Personal and Advertising Injury \$2,000,000 aggregate for Products-Completed operations \$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits: \$1,000,000 each accident, combined single limit

4. Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

Rev. 4/2019

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

Rev. 4/2019

operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

Rev. 4/2019

080819-SII

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

Rev. 4/2019

15

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

Rev. 4/2019

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

[
Sourcewell
DocuSigned by:
By:Schwarty
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8:29 AM CDT
Approved: DocuSigned by:
By:
Chad Coauette
Title: Executive Director/CEO 10/30/2019 8:31 AM CDT
Date:

Shaw Industries, Inc.

Revel Chrulh Bv: D7E282A6BA405

Darrien Munroe Title: Contract Specialist

Date:	11/1/2019	7:42	AM	CDT	

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name:	Shaw Industries, Inc.
Does your company conduct business under any other name? If yes, please state:	Shaw Contract, Patcraft
	616 East Walnut Avenue
Address:	Dalton, 30721 GA
Contact:	Brande Poulnot
Email:	brande.poulnot@shawinc.com
Phone:	770-387-7284
Fax:	770-387-7856
HST#:	35-2162582

Submission Details

Created On:	Monday June 17, 2019 15:26:31
Submitted On:	Thursday August 08, 2019 15:00:07
Submitted By:	Chaz Wolfenbarger
Email:	chaz.wolfenbarger@shawinc.com
Transaction #:	0644f85d-f95f-4d53-9a23-6fb9a5a93f35
Submitter's IP Address:	104.129.206.83

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706,532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

Company Information and Financial Strength

Line Item	Question	Response
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
3	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting, We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

Industry Recognition & Marketplace Success

ine em	Question	Response
3	Describe any relevant industry awards or recognition that your company has received in the past five years	Patcraft 2019: - Best of Neocon Gold - Deconstructed Felt - Carpet Modular - Best of Neocon Gold - Handloom - Resilient - Metropolis Likes for Handloom - Buildings' Product Innovation for Deconstructed Felt - Interior + Sources HiP award for Subtle Impressions. - Coverage in Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekty, Floor Trends Magazine, Floor Focus, Green Operations, McMorrow Reports, and Office Insight.
		 2018: Adex Platinum - Deconstructed Metal Adex Platinum - Material Paradox Adex Platinum - Subtractive Layers Adex Gold - AdMix Adex Gold - AdMix Adex Gold - Isle of Skye MetropolisLikes - Artefact Best of NeoCon Silver - Dichroic - Carpet Modular School Planning & Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic HiP Honoree Manufacturer: Seller - Megghan Hoyt HIP Honoree Workplace: Flooring: Hard Surface - Woodtone Product Innovations Merit Award (2nd Place) - Artefact Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor
		 2017: Best of Neocon Silver - Hardsurface - Subtractive Layers Buildings Product Innovation Grand Award (1st place) - Subtractive Layers HiP Product Designer "Rising Star" - Kelly Stewart 2016: Best of Neocon Silver - Healthcare - AdMix Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black Nightingale Silver - Hard Surface - AdMix
		 Nightingale Silver - Resilient - Vinings Shaw Contract 2019: IIDA/HD Product Design Competition - Best Carpet/Rugs - Community
		-Contract's Best of NeoCon Award – Silver, Modular Flooring – Suited - Mixology Award – Product of the Year, Flooring – Inside Shapes - IIDA GlobalShop Product Design Competition – Best Flooring – Natural Choreography
		 2018: Metropolis Likes – Haven Contract's Best of NeoCon Award – Gold, Modular Flooring – Haven Healthcare Design's Nightingale Award – Gold, Modular Flooring – Haven Interior Design Magazine HiP Award – Best Workplace Flooring – Inside Shapes Interior Design Magazine's Best of the Year Award – Carpet – Inside Shapes Dezeen's Product Award Longlist – Inside Shapes IIDA/HD Product Design Competition – Best Resilient Flooring – Natural Choreography Contract's Best of NeoCon Award – Silver, Hard Surface – Natural Choreography Healthcare Design's Nightingale Award – Silver, Hard Surface – Natural Choreography GlobalShop's Best Flooring and Best of Competition – Canvas
		2017: - IIDA/HD Product Design Competition Winner – Best in Flooring – Carpet – Off the Grid
		 2016: Best of NeoCon Silver Award – Carpet Broadloom – Modern Edit NeoCon Editor's Choice Award – LVT – Modern Edit Best of NeoCon Gold – Compose Design Tool Architzer Award – The Studio/Painting The Sleep Event BCFA – Product of the Year Award – Noble Materials GlobalShop Best of Flooring – Noble Materials
		In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019. Corporate awards in 2017 are: - GE Ecomagination Leadership Award-Clear Path Recycling - GE Return on Environment Award-Clear Path Recycling - Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards

DocuSign Envelope ID: 1E69E0EB-E7A7-4B77-BF1B-BC862BFB96FA

cuoig	I Envelope ID: TEOSEVEB-ETAT-4BTT-BFTB-BCO	
		 Market Transformation Leadership Award Supplier Leadership Award Floor Covering News Awards of Excellence - Environmental Leadership Award USGBC LEED Gold: Shaw Contract - New York Showroom USGBC LEED Silver: Shaw Contract - Atlanta Showroom Selling Power magazine - 50 Best Companies to Sell For eLearning! magazine - Learning 100 Training magazine - 2017 Training Top 125
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	 We are currently on contract with Sourcewell as well as 6 other cooperatives. KCDA KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey , New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia. Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have the following Government Purchasing Contract: GSA Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.

References/Testimonials

Line Item 23.

Entity Name	Contact Name	Phone Number	
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014	*
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216	*
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367	*

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type	State / Province	Scope of Work	Size of Transactions	Dollar Volume Past Three Years
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

Marketing Plan

Line Item	Question	Response
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy: too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quathamer with Philadelphia Commercial will develop and implement the marketing plan for the Sourcewell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell- awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e- procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring, and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our company green initiatives are: - Products designed to be recyclable and to use less material - Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste. - Simple recycling services for our customers Our progress is reported annually in our sustainability report at https://shawinc.com/Newsroom#Sustainability-Reports. Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral. To help our customers assess our products, we provide: *Health Product Declarations (health impact) *Environmental Product Declarations (environmental impact) *Declare Labels (showing our ingredients)
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our product certifications include: *Cradle to Cradle Certification by the Innovation Institute (carpet) *NSF 140 certification from ANSI (carpet) *Green Label Plus (air quality) from The Carpet and Rug Institute *FloorScore certification from SCS Global Services (for resilient) *SmartWay certification for the efficient use of fuel
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.
44	Do your warranties Impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.

Payment Terms and Financing Options

Line Item	Question	Response		
50	What are your payment terms (e.g., net 10, net 30)?	Net 30		
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.		
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows: Material ONLY orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive. SIS - creates a proposal and sends it to the customer / end-user for review. If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped to the customer. SIS - Customer is invoiced and pays SIS per the invoice. Turnkey orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer) Installation Vendor provides labor quote SIS - creates a turnkey proposal and sent to the Customer / End-user if the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site) SIS - pays the installation vendor SIS - spays the installation vendor SIS - spay the installation vendor SIS - spays the installation vendor SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. Dealer Material ONLY The dealer sends SI		
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using	Yes, we do accept a P-card. There is a fee of 2%		

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product- category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.	
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.	
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract; however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.	
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%	
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.	
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.	
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.	
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.	

Pricing Offered

Line item	The Pricing Offered in this Proposal is:	Comments	
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing		
	departments.		

Audit and Administrative Fee

Line Item	Question	Response
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Industry Specific Questions

Line	Question	Response
65	Describe how your products contribute to or promote the health, quality of life and well- being of our members and others.	We show your members how our products contribute to health, quality of life and wellbeing by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at https://shawinc.com/Newsroom#Sustainability-Reports
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax- exemption cartification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
Section 8(A)	*A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	"A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

DocuSign Envelope ID: 1E69E0EB-E7A7-4B77-BF1B-BC862BFB96FA

Section 8(B)	 "B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter. Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract. In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell 	"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, flooring Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter. Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible items purchased under this Contract in accordance with the terms of this Contract. In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the
	reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."	cancellation date. Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell s is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "
Section 11	Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.	Vendor must indemnify, save, and hold Sourcewell and its Members, including thei agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.
Section 12	Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.	"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of slx (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidential Information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as ""confidential" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability 2018 Berkshire Hathaway Inc.pdf Friday August 02, 2019 14:29:07
- Marketing Plan/Samples Marketing Plan.pdf Wednesday August 07, 2019 15:41:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information SC PC PCC Warranties -.pdf Wednesday August 07, 2019 10:47:26
- Pricing Shaw Soucewell Pricing 8-9-19.xlsx Thursday August 08, 2019 14:59:00
- Additional Document Sourcewell Exception . Modification (Shaw 8.2).xlsx Thursday August 08, 2019 11:41:09

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
 Robert Chandler, Executive Vice President, Commercial Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

C Yes C No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services Fri July 26 2019 02:21 PM	ম	
Addendum_6_Flooring Materials with REalted Supplies and SErvices_RFP080819 Mon July 22 2019 01:46 PM	ম	
Addendum_5_FLooring Materials with RElated Supplies and Services_RFP080819 Fue July 16 2019 04:11 PM	ম	
Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819 Tue July 16 2019 08:49 AM	ম	
Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819 Mon July 15 2019 03:56 PM	ম	
Addendum_2_Flooring Materialswith Related Supplies and Services_RFP_080819 Ned July 10 2019 03:01 PM	ন্য	
Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819 Tue July 2 2019 03:34 PM	ম	

AMENDMENT #1 TO CONTRACT #080819-SII

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Industries, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Flooring Materials, with Related Supplies and Services, to Sourcewell and its Participating Entities, effective November 1, 2019, through October 11, 2023 (Contract).

The parties wish to amend the following terms within the Contract:

Section 20. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Jury Schwartz Jeremy Schwartz, Director of Operations/CPO

Date: 10/12/2022 | 8:04 AM CDT

Approved:

Date: _____10/12/2022 | 8:13 AM CDT

Shaw Industries, Inc.

	DocuSigned by:	
By:	James L. Einepatrick	
Darrie	n Munroe	

Treasurer / CFO Title:

Date: _____

Sourcewell Contract #080819-SII | Amendment #1 Page 1 of 1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is by and between **Sourcewell**; **Shaw Industries**, **Inc.**, 616 East Walnut Avenue, Dalton, Georgia 30721 ("Shaw Industries"); and **Shaw Integrated and Turf Solutions**, **Inc.** ("SITS").

Sourcewell has agreements with Shaw Industries to provide Flooring Materials, with Related Supplies and Services under Sourcewell Contract Number 080819-SII ("Original Contract").

Shaw Industries wishes to assign the Original Contract to SITS, a wholly owned subsidiary of Shaw Industries Group, Inc.

The Assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell.

ASSIGNMENT

- 1. This Assignment Agreement will become effective as of the date of the last signature below.
- 2. Shaw Industries wishes to assign to SITS all of Shaw Industries' rights, responsibilities, and other provisions set forth in the Original Contract, Sourcewell Contract Number 080819-SII.
- 3. SITS has obtained a copy of the Original Contract from Shaw Industries and certifies it will comply with the terms of the Original Contract as executed by Shaw Industries and Sourcewell. The parties agree this Assignment is unconditional and without recourse.
- 4. Shaw Industries and SITS jointly severally represent and warrant to Sourcewell that:
 - a. Shaw Industries is not in default of any of its obligations under the Original Contract.
 - b. SITS is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract.
 - c. Shaw Industries and SITS request consent from Sourcewell for this assignment.
 - d. SITS accepts assignment of the provisions of the Original Contract.

IN CONSIDERATION for the above, Sourcewell consents to the assignment.

Shaw Industries, Inc.

	DocuSig	ned l	by:	
Ву:	James	-	kirkpatrick	_
lim Kirl	cpatrick	UEE	/2428	

Treasurer / CF0

Date: ______

Sourcewell

DocuSigned by: Jeremy Schwartz COFD2A139D06489... By:

Jeremy Schwartz Director of Operations and Procurement/CPO

Date: ______ 3:22 PM CST

Shaw Integrated and Turf Solutions, Inc.

	DocuSigned by:			
By:	James L. Lirkpatrick			
Jim Kirkpatrick				

Vice President Title:

Date: ______

Sourcewell

DocuSigned by: Chad Coavette By: -7E42B8F817A64CC... **Chad Coauette**

Executive Director/CEO

Date: _____ 1/30/2023 | 3:28 PM CST

Assignment of 080819-SII, Page 2

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>9a</u>

DATE OF SCHOOL BOARD MEETING: _____ September 26, 2023

TITLE OF AGENDA ITEM: 2023-2024 Controlled Open Enrollment Plan

DIVISION: K12 Education

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

PURPOSE AND SUMMARY OF ITEM:

To seek approval of the Controlled Open Enrollment Plan.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis

POSITION: Volunteer Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER
<u>1</u> Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered <u>12</u>
CHAIRMAN'S SIGNATURE? page(s) numbered <u>12</u>
REVIEWED BY:

Gadsden County School District Controlled Open Enrollment Plan 2023-2024

Contact Information: Jerome Maples, Sr. Family and Community Engagement Coordinator 850-627-9651 x 1318 Fax: 850-627-7594 maplesj@gcpsmail.com Enrollment Plan Link: http://www.gadsdenschools.org/

Open Enrollment Policies

"Controlled open enrollment" means a public education delivery system that allows school districts to make student school assignments using parents' indicated preferential educational choice as a significant factor.

Introduction:

Beginning by the 2017-2018 school year, as part of a school district's or charter school's controlled open enrollment process, and in addition to the existing public school choice programs provided in s. 1002.20(6)(a), each district school board or charter school shall allow a parent from any school district in the state whose child is not subject to a current expulsion or suspension to enroll his or her child in and transport his or her child to any public school, including charter schools, that has not reached capacity in the district, subject to the maximum class size pursuant to s. 1003.03 and s. 1, Art. IX of the State Constitution. The school district or charter school shall accept the student, pursuant to that school district's or charter school's controlled open enrollment process and report the student for purposes of the school district's or charter school's funding pursuant to the Florida Education Finance Program. A school district or charter school may provide transportation to students described under this section.

1. Application Process

The School Board shall establish residential attendance zones for each school. All students, unless otherwise provided by School Board rule or authorized by the School Board's order, shall attend the school serving the student's residential attendance zone. A student's residence is the residence of his/her parent/guardian. Any student residing in the Gadsden County School District (GCSD) shall be assigned to a school for attendance by the Superintendent or his designee.

1 | Page

The Gadsden County School District gladly honors school choice from any parent/guardian. The Gadsden County School District has open enrollment options for parents to choose a school outside their residential attendance zone school. The Gadsden County School District allows parents from any school district in the state, whose child is not subject to a current expulsion or suspension, to enroll his or her child in and transport his or her child to any public school in the district, including charter schools, that have not reached capacity subject to the maximum class size pursuant to Florida Statutes and the Controlled Open Enrollment Plan adopted by the School Board. No student shall be permitted to transfer, enroll, or be admitted to a school when he/she has been expelled or suspended from another school district. This prohibition shall be effective for the period in which the student was expelled or suspended from another district. Such students shall be accorded the same appeals procedure which is available for district students.

Any parent/guardian wishing to apply should complete the following steps:

1. The parent/guardian will complete the Gadsden County School District's Student Transfer Form to request permission to attend an alternate school to the student's zoned school. This form is available at any school in the district. The form must be completed in its entirety and must have attached any additional justifications/documentation and proof of residency at the time of submission to the school.

2. The parent/guardian will complete a Controlled Open Enrollment Student Performance Contract available on the district's website, at the district office, or at any Gadsden County School.

Once the school receives **ALL** the required documents, the request will be reviewed. The parent/guardian will be notified in writing via US Mail within two weeks or as soon as a decision is made. Due to this process, students may not be allowed to enroll in the choice school at the time the Application for Attendance is submitted. Once notification of acceptance has been received, the parent/guardian may enroll the student in the approved school.

Charter school open enrollment processes may provide enrollment preferences consistent with the enrollment preferences permitted under the charter school statute (s. 1002.33(10), F.S.), if such preferences are included in the charter school contract. The charter school shall annually post on its website the application process required to participate in controlled open enrollment. Determination of capacity must be listed on the charter school website and must be consistent with its charter school contract.

The Gadsden County School District does not operate a home education program and parent/guardian only registers with the school superintendent for the purpose of complying with the state's attendance requirements under s. 1003.21(1). If a parent or guardian chooses to home school their child(ren) the superintendent shall accept a notice of intent to set up a home education program and shall immediately register the home education program upon receipt of the notice. The notice of intent must come from the parent/guardian and include the full legal name, address, and date of birth of all children who shallbe enrolled as students in the home education program. If the student chooses to participate in a school district program additional information or verification from the parent/guardian will be required.

The assigned school for an out-of-district student shall be designated based on space available. Such transfers shall be made on a nondiscriminatory basis and shall not result in reducing desegregation in the school district. The student will be accepted pursuant to the district's controlled open enrollment process described below, and the district will report the student for purposes of the district's funding pursuant to the Florida Education Finance Program. Students residing in the district shall not be displaced by a student from another district who is seeking enrollment through the open enrollment provisions.

The Controlled Open Enrollment Process is approved by the School Board and is consistent with the School Board Policy 5.23*+. The process includes but is not limited to the following:

- A. Eligibility requirements.
- B. Application process.
- C. Forty-five (45) daytime period for accepting applications.
- D. Method of determining capacity of schools.
- E. Capacity determination for each District school.
- F. Identification of schools that have not reached capacity.
- G. Class size standards.
- H. Lottery procedure for determining student assignment if transfer requests exceed available space.
- I. Provision for a parent to request placement of siblings within the same school.
- J. Appeals process for hardship cases.
- K. Availability of transportation; and
- L. Method and timeline for notifying a parent of his/her child's placement for the next school year.

The process for implementing must

- A. Adhere to federal desegregation requirements
- B. Maintain socioeconomic, demographic, and racial balance
- C. Allow a student to remain at the chosen school until he/she completes the highest grade level at the school
- D. Maintain existing academic eligibility criteria for public school choice programs

Information about school choice and special programs is provided annually to the community through parent communication links, listservs, school mail-outs, backpack disseminations, individual program promotional materials, open houses at school sites, school visits, and through the district's Family and Community Engagement Center (FACE).

Open enrollment options include school choice for grandfathering, sibling support, over/under capacity schools, school safety, and other parent hardships. Preferential treatment shall be given to a student whose parent is transferred or is pending transfer to a military installation within the school district while on active military duty pursuant to an official military order and the student shall be considered a resident of the school district for purposes of enrollment when the order is submitted to the school district; children who have been relocated due to a foster care placement in a different school zone; children who move due to a court-ordered change in custody due to separation or divorce; children who have moved due to the serious illness or death of a custodial parent; students at multiple session schools; and students residing in the district.

In all cases, applications for school choice are available at all public schools, the FACE Center, on the district website, or by mail or fax, as requested. The form provides instructions, information, and contact information for questions and support. Applications are processed by the FACE Center. Applications for magnet and special programs are processed at the school level in accordance with each program's criteria for admission. Determinations about student eligibility for acceptance into the special program are made based on eligibility of the program requirements.

Applications for other choice options are reviewed by the FACE Center, and the Superintendent, or his designee, taking into consideration any hardships that may need to be accommodated. The FACE Center then updates the student information system. A notification letter responding to a school choice application is sent to parents as soon as possible, including an appeal process in the case of a denial for reassignment based on hardship at a school that is over capacity. Parents with an approved school choice request are directed to the new school to proceed with student enrollment.

2. Process for Declaring School Preference

The Gadsden County School District Choice Options are available on our website <u>http://www.gadsdenschools.org/</u>. Applications can be downloaded from the district's website or picked up at any school campus, the district office, or the FACE Center. Additional applications may be required by special programs.

Gadsden County Choice Programs includes:

- A total 22 Career and Technical Education (CTE) courses with over 106 CTE section offered in District secondary schools
- District owned technical college designed to meet secondary and postsecondary students at their diverse skill levels (Gadsden Technical College)
- Advanced Placement course opportunities art, mathematics, music, science, language arts, and social studies (Gadsden County High School and Crossroad Academy)
- AVID education (Gadsden County High School, James A. Shanks Middle School, and West Gadsden Middle School)
- Journalism (Gadsden County High School)
- Gift and Talent Education (Gadsden Elementary Magnet)
- Art and Music Education

4 | Page

- Home Education and Virtual School opportunities
- Dual Enrollment Agreements with all local colleges and universities
- Numerous athletic competition programs

A student who has been attending, in the year prior to the designation, a public school that has been classified as performance grade category "F" or has earned three (3) consecutive grades of "D" or a student who is assigned to a public school that has been designated as performance grade category "F" or has earned three (3) consecutive grades of "D" may attend a higher performing public school in the district, virtual, home education, or a school in another district as allowed by law. The school district will provide transportation to a student if they stay enrolled in the school district, but if the parent/guardian opt to move their child(ren) outside the school district transportation will not be provided by the school district. Designation of schools included in Opportunity Scholarship Options are determined by Florida Department of Education.

Family Empowerment Scholarship (FES) Program: The Gadsden County School District shall honor a school choice opportunity for lowincome and working-class families that is designed to extend support to middle-income families. Priority will be given to students who are at 185% of federal poverty level (per 1002.394). Following the 2019 Legislative Session, Governor Ron DeSantis signed SB 7070, which creates the FES Program andprovides 18,000 students life-changing education opportunities for academic and career success. A student is eligible for a scholarship if the student meets the following criteria:

The student's household income level does not exceed 300% of the federal poverty level (\$77,250 for a family of four) or the student is on the direct certification list (list of children who qualify for the food assistance program, the Temporary Assistance to Needy Families Program, or the Food Distribution on Indian Reservations program), or

The student is currently placed, or during the previous state fiscal year was placed, in foster care or in out-of-home care as defined in s. 39.01 **and**

The student is eligible to enroll in kindergarten or has spent the prior school year (2022-23) in attendance at a Florida public school. Prior attendance means the student was enrolled in and in attendance at a Florida public school during both the October and February student counts.

Prior to scholarship funds being awarded, the student must be accepted and enrolled in a participating private school. A private school that is currently eligible to participate in any of the scholarship programs is eligible to participate in the FES. However, parents should contact the schools to inquire as to whether the private school will participate in the program. The student will remain eligible until he/she graduates from high school or turn 21 years of age, which ever first. It is the parent's responsibility to request the scholarship from The Department of Education (DOE) at least 60 days prior to the first payment due date at the school of their choice.

The Hope Scholarship. Beginning with the 2018-2019 school year, a student enrolled in a Florida public school in kindergarten through grade 12 are provided the opportunity to transfer to another public school with capacity or enroll in an approved private school under the Hope Scholarship if they have been subjected to any of the following incidents:

- a.) Battery
- b.) harassment
- c.) hazing
- d.) bullying
- e.) kidnapping
- f.) physical attack
- g.) robbery
- h.) sexual offenses
- i.) harassment
- j.) assault, or battery
- k.) threat or intimidation
- l.) fighting at school

Incidents reported may be investigated at the district level; however, there does not have to be substantiation on the part of the district to offer a transfer to another public school with capacity or the ability for the student to move to an eligible private school on scholarship.

Process that Encourages Placement of Siblings within the Same School

Students who have siblings enrolled at a school other than their home zone school may apply for reassignment to that same school based on sibling support. GCSD understands the importance of keeping brothers and sisters together and encourages parental involvement.

Parents of siblings who are assigned to the same grade level and school may request that the school place the siblings in the same classroom or in separate classrooms. The sibling must be attending the school the same year as the requested reassignment. Students assigned for sibling support may remain at the assigned school until they change grade levels. On the school choice form, parents identify "sibling support" and provide the name of the sibling who is at the school that the parent wants the student to be reassigned. Parents choosing this option will be responsible for their own student transportation.

Section 1002.40, Florida Statutes (F.S.), was established and provides the parent of a public-school student who was subjected to an incident of bullying or violence (a complete list of incidents is found in section 1002.40(3), F.S.), an opportunity to transfer to another public school, or request a scholarship for the student to enroll in and attend a participating private school. The law states in part, "Upon receipt of a report of an incident, the school principal, or his or her designee, shall provide a copy of the report to the parent and investigate the incident to determine if the incident must be reported as required by s.1006.09(6). Within 24 hours after receipt of the report, the principal or his or her designee shall provide a copy of the superintendent. Upon conclusion of the investigation or within 15 days after the incident was reported, whichever occurs first, the school district shall notify the parent of the program and offer the parent an opportunity to enroll his or her student in another public school that has capacity or to request and receive a scholarship to attend an eligible private school, subject to available funding."

6 | Page

Pursuant to State Board of Education Rule 6A-6.0951, Florida Administrative Code, the district shall notify the parent by providing the parent a completed Hope Scholarship Notification Form. The Hope Scholarship Notification Form was adopted by the State Board of Education in July 2018, and therefore shall not be substantively altered.

The Superintendent or his designee, will develop and revise this plan as necessary, including administrative procedures necessary to implement these policies. Except for homeless students, foster students and other student safety measures required by Florida Statute, parents who choose these options are required to provide their own student transportation.

Open Borders

State Lawmakers in 2016 removed school-district boundaries by allowing parents to enroll children in any public school beginning in 2017-18. School districts must accept most students if the school they want to attend has not reached capacity, according to Florida Statutes. If a school has more applications than openings, the law calls for schools to use a lottery to fill the spots.

3. Lottery Procedure to Determine Student Assignment

Gadsden County School District uses a lottery procedure for determining student assignment if transfer requests exceed available space. Applications for choice schools and special programs are reviewed at the individual school level in accordance with each program's admissions criteria. Students are admitted to the program according to the available capacity in each program. In the case of too many requests for available slots in a special program or choice school, the district reserves the right to hold a lottery to determine admissions. The lottery process is designed to prevent the loss of more than five percent (5%) enrollment at any one school.

For purposes of continuity of educational choice, a student who enrolls or transfers under Controlled Open Enrollment may remain at the Controlled Open Enrollment School until the student completes the highest grade level at the school. After completion of the terminal grade of that school, the student must return to their zoned school or apply for and be granted another lottery selection through Controlled Open Enrollment. Students residing in another county must return to their school district in the absence of another lottery selection entitling them to enroll in another school in another district.

4. Appeals Process for Hardship Cases

Students may be allowed to attend a school other than their residentially zoned home school, based on documented economic, medical hardship, or for other documented reason. A reassignment or transfer form must be completed, signed by both school administrators, and submitted to the FACE Center for review.

A hardship is defined as documented economic or medical factors that are beyond the student's and parent's/guardian's control that have a negative impact on the student's educational process, safety, mental health, or physical well-being. Upon receipt of a hardship reassignment request, the Superintendent or his/her designee will afford the parent/guardian or student an opportunity to present such evidence as may be appropriate.

7 | Page

Thereafter, the Superintendent will make his/her recommendations to the Board. The Superintendent or his designee will furnish the parent/guardian or student a copy of his/her recommendation to the Board.

If the parent/guardian or student wishes to appeal the recommendation of the Superintendent, they must submit a detailed statement specifying the basis for the disagreement to the Superintendent within ten (10) working days of receipt of the recommendation. If the Superintendent denies the reassignment appeal, the parent/guardian may appeal the decision to the Board at the next Board meeting. The parent/guardian must register for an appeal through the Board secretary prior to the meeting. The Superintendent will permit the student to remain at the current school until a decision is made by the Board. Parents choosing this option will be responsible for providing their own student transportation.

5. Procedures to Maintain Socioeconomic, Demographic, and Racial Balance

Gadsden County School District provides equal opportunity for school choice to all students in the district regardless of race, ethnicity, or socio-economic status. To ensure that participation in school choice supports socioeconomic, demographic, and racial balance, Gadsden County School District annually evaluates participation by race and free and reduced lunch eligibility and make changes accordingly.

6. Homeless Students

Pursuant to Gadsden County School District's School Board Policy 5.14*, (Homeless Students), any child in Gadsden County whose primary nighttime residence is in a supervised publicly or privately operated shelter for temporary accommodations, or in a public or private place not designated for, or ordinarily used for continuing human habitation or is currently in foster care shall be entitled to enrollment in the Gadsden County School District at their school of origin, unless it is determined that their school of origin placement is not in the best interest of the child. The school district's homeless coordinator shall work in collaboration with the Department of Children and Families (DCF) to determine the school of origin for foster children. Student transportation to their school of choice will be provided if their school of origin is within the school district. If the verified homeless situation is such that the student is crossing district lines, the Gadsden County Transportation Department will coordinate transportation between the district and neighboring districts.

7. Availability of Transportation

Except for homeless students or foster care students, it is the responsibility of the parent/guardian to provide transportation for students who chose to participate in a choice option and are approved to attend a school other than their residentially zoned school. Transportation can be arranged by contacting Gadsden County's Transportation Department. Transportation provisions will follow s. 1002.31(2) F.S.

8. Parental and Family Engagement

Encouraging and promoting strong parental and family engagement is a priority of every school and department throughout Gadsden County. Throughout the district, there are parent liaisons, community liaisons, instructional specialists, guidance counselors and other staff in positions

8 | Page

to help strengthen parental involvement.

9. Strategy for Establishing an Information Clearinghouse

Gadsden County has a full-time, year-round FACE Center that serves as a clearinghouse for information on school choice opportunities for students. In addition, each school disseminates information and promotes their choice options. Information is provided to parents and to the community through parent communication links, listservs, school mail-outs, individual program promotional materials, open houses at school sites, school visits, and through the district FACE Center.

10. Athletic Eligibility

A student participating in controlled open enrollment, or a choice program will be immediately eligible to participate in interscholastic and interscholastic extracurricular activities. However, a student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one of the following criteria:

- 1. Dependent child of active-duty military personnel whose move resulted from military orders
- 2. Child who has been relocated due to a foster care placement in a different school zone
- 3. Child who moves due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent
- 4. Authorized for good cause in district or charter school policy.



'HE GADSDEN COUNTY SCHOOL D

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools 35 Martin Luther King, Jr. Blvd Quincy, Florida 32351

Main: (850) 627-9651 or Fax: (850) 627-2760

Ivram:	(030) 04	- 1 - 2	03	L UI	ГГ	aλ;	(030)	02/-2/00
		1			0			

www.GadsdenSchools.org

For Official Use Only:	Zoned School:	School Year:
	Receiving School:	School ID#:

Gadsden County Schools - Student Transfer Request

A separate form is required for each student requesting to attend a school outside the student's designated attendance zone. Parents/guardians are encouraged to visit their school of choice and examine all areas of the curriculum and programs prior to completing this form. Return completed form(s) to the principal of the home school.

	Part 1: Family Information		Part 2: Type of Transfer Request
Student's Name:		Grade:	Out of District (Complete Part 3, 6, 7A
Date of Birth: / /	Zoned School:		Out of Zone: (Complete Part 4, 5A, & 6, 7A 7B)
Parent/Guardian Name:	(Please Print)		Note: Gadsden County School District allows parents from any school district in the state, whose child is not subject to a current expulsion or suspension, to enroll
Address:		Apt #:	his or her child in and transport his or her child to any
City:	State:	_Zip:	public school in the district, including charter schools, that have not reached capacity subject to the maximum class size pursuant to Florida Statutes and the
Home Phone:	Work Phone:		Controlled Open Enrollment Plan adopted by the School Board.

Part 3: Out-of-District Request Only	Part 3: Out-of-Zone Request Only
District Requested:	School Requested:
School Requested:	Note: Parent is responsible for transportation.
	Reasons for Request
Special Programs	
Magnet School	
McKay Scholarship	
Home Education	
Florida Virtual School	
Private School	
Others	
Part 6: State in detail your reason(s) for requesting a student transfer	1

Parent/Guardian Signature

Date

(7A-7A) Zone School; Request Approved Yes No Principal's Signature	Date
Reason for Denial	
(7B) Requested School: Request Approved Yes 🖸 No 💭 Principal's Signature	Date
Reason for Denial	
District: Request Approved Yes 💭 No 💭 Superintendent's Signature	Date
Reason for Denial	
School Board: Request Approved Yes 💭 No 💭 Date	
	Revised 12/2022

Cathy S. Johnson DISTRICT NO. 1 HAVANA, FL 32333 MIDWAY, FL 32343

Steve Scott DISTRICT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333 Page 185 of 195

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

FOR SCHOOL USE ONLY:
Date Received:______
Time Received:______
Received By:______



Gadsden County Schools 2023 - 2024 Controlled Open Enrollment Student Performance Contract

You have elected to attend a school in Gadsden County School District that is not your zoned school. Gadsden County School District is proud of its tradition of excellence and the academic accomplishments of our students. As such, you will be expected to adhere to certain standards.

For the 2023-2024 school year, I,	, will be attending			
	(Student Name)		(Grade)	
grade at	, rather than			
(School Name)		(Home Zoned Sc	hool)	

By signing this performance contract, we (student and parent) agree to abide by the following:

- A. **Grades:** I understand that I must have a passing score in all core academic areas (report card), a minimum 2.0 cumulative GPA and a score indicating proficiency in each area on state mandated assessments.
- B. Attendance: I understand that I must not have more than 3 unexcused absences in a 90-day period.
- C. **Discipline:** I understand that I must not have any repeated discipline referrals or acts in violation of the Code of Student Conduct. (No suspensions or expulsions within the past calendar year.)
- D. **Behavior:** I understand that if I violate the Gadsden County School District's Code of Conduct in Schools Policy, my child will be returned to his/her zoned school.
- E. **Transportation:** I understand that I am responsible for providing transportation for my student. Transportation difficulties cannot interfere with my child's attendance and/or timely pick-up after school. If transportation issues become a barrier for my child's regular attendance or prompt pick-up, my child will be returned to his/her zoned school.

I understand that if I fail to comply with any one of the above standards, my Controlled Open Enrollment approval may be revoked; and I must return immediately to my home zoned school.

This performance contract is valid for the current school year only.

Student Signature

Date

Parent/Guardian Signature

Date

The student's parent/guardian must submit this contract with the Controlled Open Enrollment Application.

IN WITNESS WHEREOF, the Gadsden County School Board have APPROVED the 2023 – 2024 Gadsden County Public Schools Controlled Open Enrollment Plan as of the last written date below.

Date: _____

Name

Title

Date: _____

Name

Title

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: September 26, 2023

TITLE OF AGENDA ITEM: Gadsden Technical College Field Trip

DIVISION: Secondary Education

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. The Gadsden Technical College Secondary and Post Secondary Career and Technical Education students and instructors are requesting approval for an out-of-state field trip to attend the 2023 Sunbelt Ag Expo in Moultrie, GA.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Dr. Sylvia Jackson

POSITION: Assistant Superintendent, Support Services

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 ______

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP

FIELD TRIP REQUEST

SCHOOL: Gadsden Technical College		CONTACT FOR FIELD TRIP: Mr. James Weeks		
DATE OF TRIP: October 19, 2023		DING: (grade/organization) ost-Secondary Career and Technical Education tructors		
LOCATION: Moultrie, GA		TRAVELING BY: <u>X</u> School bus Charter bus Marshall Jones / Driver		
PURPOSE: Attending the 2023 Sunbelt	Ag Expo			
 SCHOOL BUS - Required ite 1. Director's signature 2. Complete list of participan 3. Complete final itinerary 4. Documentation showing of the Florida Standards or both the field trip request 	its and chaperones	 CHARTER BUS – Required items for approval: 1. Director's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Copy of charter bus contract with signatures 5. Proof of Insurance 		
Signature of Person Requestin		Signature of Director/Designee		
APPROVED	I	DENIED		
Superintendent/Designee		Date		

Please forward completed form via district mail or fax to: Mrs. Euruka FieldsProgram Assistant for Curriculum & Instruction Fax: (850) 627-3530 Email: <u>fieldse@gcpsmail.com</u>

PARTICIPANTS/	Last Name	First Name	
Mr. James Weeks - Instructor Mrs. Lisa Weeks - Volunteer			
Automotive Service Technology 1 (1050)			n
	V		UA GED
	Γ		СРА
	E		RFM
			RFM
	E		RFM
	F		RFM
	N		RFM
	N		RFM
	S		RFM
	7		RFM
	C		Tallavana
	J		Tallavana
	E		CCP
	F		ССР
	J		ССР
TBA - Instructor TBA - Chaperone			
Carpentry			
	al	Y	UA GED
	G		GCHS
	Pa		GCHS
	H		CPA
	M		СРА
	N		СРА
	All	S	CACS
	Ma		ССР

Irs. Rosa Yzaguirre - Chaperone			
Power Equipment Technologies			
	F4		CPA
	F	ck	CPA
	N	5	GCHS
	N	L I	GCHS
	S		GCHS
	V		CACS
	S		Tallavana
	E		ССР
	(ССР
	N		CCP
	F		ССР
	S		ССР
	V		ССР

The School Board of Gadsden County



Career & Technical Education Coordinator

ELIJAH KEY, JR. SUPERINTENDENT OF SCHOOLS

GADSDEN TECHNICAL COLLEGE

Iranda D. Cole

Thomas E. Saxton, Director Career Technical and Adult Education "Opportunity at Your Fingertips"

> 201 Martin Luther King Jr. Blvd. Quincy, FL 32351 Telephone: (850)875-8324 FAX: (850)875-7297 http://www.gadsdentech.org



Coordinator

Dear Parents:

Students and Instructors of Automotive Service Technology 1, Carpentry, Commercial Class B Driving, and Power Equipment Technologies programs will attend Sunbelt AG Expo in Moultrie, GA as outlined below. Thank you for completing the Request and Consent Form at the beginning of the school year granting permission for your son/daughter to participate in this wonderful educational endeavor. Students do not have to pay the cost for transportation to the event nor for an admission ticket. However, please make sure that your child has money to cover the costs of meals and other incidentals.

> Sunbelt Ag. Expo / Moultrie, GA 290-G Harper Blvd. Moultrie, GA 31788

> > October 19, 2023

Itinerary

8:00 A. M.	Depart Gadsden Technical College
10:00 A. M.	Arrive Sunbelt Ag. Expo / Moultrie, GA
10:00 A. M - 12:00 P. M.	Tour Sunbelt Ag. Expo / Moultrie, GA
12:00 P. M -	Lunch @ Sunbelt Ag. Expo / Moultrie, GA
1:00 P. M - 2:00 P. M.	Tour Sunbelt Ag. Expo / Moultrie, GA
2:00 P. M.	Depart Sunbelt Ag. Expo / Moultrie, GA
4:00 P. M.	Arrive Gadsden Technical College

MISSION STATEMENT

The mission of Gadsden Technical College is to recognize the worth and potential of each student. We are committed to providing opportunities for basic and advanced instruction in a conducive learning environment. The College encourages academic and technical curiosity, innovation and creativity by integrating applied academic skills in all occupational areas. We strive to instill the attitudes and skills necessary to produce motivated, self-sufficient individuals who are able to function effectively in our ever-changing, complex

CATHY S. JOHNSON DISTRICT NO. 1 HAVANA, FL 32333 MIDWAY, FL 32343	RONALD SCOTT DISTRICT NO. 2 QUINCY, FL 32351 HAVANA, FL 32333	LEROY MCMILLIAN 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
--	--	--	--	--

The School Board of Gadsden County



Career & Technical Education Coordinator **ELIJAH KEY, JR.** SUPERINTENDENT OF SCHOOLS

GADSDEN TECHNICAL COLLEGE

Thomas E. Saxton, Director Career Technical and Adult Education "Opportunity at Your Fingertips"

Miranda D. Cold

Adult Education

Coordinator

201 Martin Luther King Jr, Blvd. Quincy, FL 32351 Telephone: (850)875-8224 FAX: (850)875-7297 http://www.gadsdentech.org

Sunbelt Ag Expo 290-G Harper Blvd. Moultrie, GA 31788

October 19, 2023

Documentation showing correlation of the Florida Standards or benchmarks to the field trip request.

Florida Department of Education Student Performance Standards & Benchmarks for:

Automotive Service Technology 1

- 01.0 Proficiently explain and apply required shop and personal safety tasks relating to the automotive industry.
- 02.0 Explain and apply required tasks associated with the proper use and handling of tools and equipment relating to the automotive industry.
- 03.0 Demonstrate proficiency in preparing vehicle for routine pre/post maintenance and customer services.
- 04.0 Explain and apply proficiently the diagnosis, service and repair of drum\disc brake, hydraulics, power assist units, electronic brakes, traction control, stability control systems and miscellaneous (wheel bearings, parking brake, electrical, etc.) systems.
- 05.0 Explain and apply proficiently the diagnosis, service and repair of front and rear suspensions systems, wheel alignment, and wheels and tires.
- 06.0 Explain and apply proficiently the diagnosis, service and repair of electrical/electronic system components, battery, starting, charging, lighting, gauges, warning devices, driver information, horn, wiper/washer and accessory systems.
- 07.0 Explain and apply proficiently the diagnosis, service and repair of engines, cylinder heads, valve train, engine block, lubrication and cooling systems.

MISSION STATEMENT

The mission of Gadsden Technical College is to recognize the worth and potential of each student. We are committed to providing opportunities for basic and advanced instruction in a conducive learning environment. The College encourages academic and technical curiosity, innovation and creativity by integrating applied academic skills in all occupational areas. We strive to instill the attitudes and skills necessary to produce motivated, sclf-sufficient individuals who are able to function effectively in our ever-changing, complex

CATHY S. JOHNSON DISTRICT NO. 1 HAVANA, FL 32333 MHDWAY, FL 32343	RONALD SCOTT DISTRICT NO, 2 QUINCY, FL 32351 HAVANA, FL 32333	LEROY MCMILLIAN 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
--	--	--	--	--

Carpentry

- 01.0 Apply shop and construction site safety skills.
- 02.0 Select, use and maintain hand tools, power tools and stationary equipment.
- 03.0 Apply mathematics knowledge to assist in constructing buildings, structures, and various construction and woodworking related projects.
- 04.0 Read, understand and create basic construction and shop drawings and/or sketches.
- 05.0 Select and recommend appropriate building materials for building and woodworking projects.
- 06.0 Select and use appropriate fasteners and hardware for specific construction and woodworking applications.
- 07.0 Set up and install basic rigging and scaffolding.
- 08.0 Identify ways that sustainable design and construction strategies impact the built environment (Optional).
- 09.0 Explain the importance of employability and entrepreneurship skills (Optional).
- 10.0 Perform site-preparation and building layout activities.
- 11.0 Understand how to layout and/or construct a building foundation.
- 12.0 Layout cut and install framing members for a floor system (wood and/or metal).
- 13.0 Layout cut and install a wall framing system (wood and/or metal).
- 14.0 Comply with current hurricane building codes.
- 15.0 Layout cut and install a wood frame roof system.
- 16.0 Frame walls using cold-formed steel (Optional).
- 17.0 Lay out, cut and rough frame a stair system.
- 18.0 Identify, select and install various roofing materials for building structures.
- 19.0 Identify and apply appropriate thermal boundary, moisture protection and water management systems.
- 20.0 Install windows and exterior doors.
- 21.0 Install gypsum drywali.
- 22.0 Identify and fasten wood stock and joints.
- 23.0 Install cabinets and components.
- 24.0 Identify, interpret and describe types of interior and exterior doors types, hardware and assembly component requirements, and installation techniques based on plans and specifications.
- 25.0 Install interior trim and other finishes based on construction drawings, details and specifications.
- 26.0 Identify and install various types of interior wall and ceiling finish materials.
- 27.0 Layout cut and finish a stair system.
- 28.0 Select and install exterior finishes.
- 29.0 Demonstrate building site layout to excavate for footings and foundations, and *optionally*, trenching for utilities.
- 30.0 Erect, plumb and brace simple concrete forms with reinforcement.
- 31.0 Explain or identify various foundation forms.
- 32.0 Demonstrate an understanding of vertical concrete formwork.
- 33.0 Demonstrate an understanding of constructing horizontal formwork.
- 34.0 Explain and demonstrate how to place reinforcing bars in walls, columns, beams, girders, joists and slabs.
- 35.0 Discuss the transport and placement of concrete.

Power Equipment Technologies

- 01.0 Demonstrate an understanding of workplace safety and workplace organization.
- 02.0 Demonstrate proficiency in performing pre-delivery maintenance services and set-up procedures
- 03.0 Demonstrate industry-related math skills
- 04.0 Demonstrate industry-related science skills
- 05.0 Demonstrate industry-related communication skills.
- 06.0 Demonstrate proficiency in parts inventory identification and repair order processing.
- 07.0 Perform basic fuel and exhaust system service.
- 08.0 Perform basic engine service and minor repairs.
- 09.0 Perform basic tune-up service.
- 10.0 Perform power transfer system service and engine controls adjustments.
- 11.0 Service and repair lubrication systems.
- 12.0 Diagnose, service, repair and adjust electrical systems
- 13.0 Service and repair cooling and exhaust systems.
- 14.0 Service and repair starting systems.
- 15.0 Diagnose and repair ignition systems.
- 16.0 Service, repair and adjust engine controls.
- 17.0 Understand basic two-stroke and four-stroke engines.
- 18.0 Demonstrate proficiency in repairing and maintaining two-stroke cycle engines.
- 19.0 Demonstrate proficiency in repairing and maintaining four-stroke cycle engines.
- 20.0 Demonstrate proficiency in repairing engine interior components.
- 21.0 Demonstrate proficiency in diagnosing and repairing power transfer systems.
- 22.0 Demonstrate proficiency in servicing, repairing, and adjusting various types of industry-related power and equipment
- 23.0 Demonstrate employability skills.
- 24.0 Demonstrate proficiency in acceptable employee behavior.
- 25.0 Demonstrate an understanding of entrepreneurship.
- 26.0 Diagnose service, repair and adjust portable generators.
- 27.0 Demonstrate and identify basic principles of electronic fuel management (EFI) systems.