Hernando School District

School Board Regular Meeting

Agenda - Final

Tuesday, February 14, 2023 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

REFLECTION

by Shannon Rodriguez, Board Member

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. 23-1244 Approval to adopt the agenda dated February 14, 2023.

ELECTED OFFICIALS

STUDENT REPRESENTATIVE TO THE BOARD

2. 23-1245 Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

PRESENTATIONS

3. 23-1237 Recognition of the Hernando County School District's FBLA Weeki Wachee High School Students

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

4. 23-1180 Presentation of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award

Attachments: Award to Finance Department
Certificate of Achievement
GFOA-General-Purpose-Checklist-Oct2022
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

PROCLAMATIONS/RESOLUTIONS

5. **23-1211** Approve Proclamation No. P23-006, Black History Month 2023

Attachments: Proclamation - Black History Month 2023
Budget Sheet - No Financial Impact

APPROVAL OF THE MINUTES

6. **23-1248** Approval of the Minutes from the Workshop and Regular School Board Meeting of January 24, 2023.

Attachments: 01-24-23 Workshop Minutes DRAFT with links
01-24-23 Meeting Minutes DRAFT with links
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

EXPULSION RECOMMENDATIONS

7. **23-1194** Enter a Final Order Expelling the Student in Case No. E2023-01-01 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

8. **23-1195** Enter a Final Order Expelling the Student in Case No. E2023-01-02 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

9. **23-1246** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

ADOPTION OF CONSENT AGENDA

Personnel Recommendations

10. **23-1236** Approval of the Personnel Recommendations

Attachments: February 14, 2023
2023 Noninst., PTS Adm. Supplements for 2-14-2023
2023 Inst. Supplements & Differentiated Pay for 2-14-2023

All Other Teaching & Learning Agenda Items

11. **23-1210** Approve the Affiliation Agreement Between Hernando HMA, LLC (FL) D/B/A: Bravera Health (Brooksville & Spring Hill) and the Hernando County School District

Attachments: CW3642844 Agreement HCSD
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

12. **23-1216** Approve the Affiliation Agreement Between Central High School, F.W. Springstead High School, and Nature Coast Technical High School and HCA FL Oak Hill Hospital

Attachments: Hernando Cnty Schls_Multi_Oak Hill_12-9-2022_Draft
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Business Services Agenda Items

13. **23-1171** Approval to Accept the Audit Report for the Hernando County Education Direct Support Organization, Inc. (Education Foundation) for Fiscal Year Ending June 30, 2022.

Attachments: 08201AR22 Final Hernando County Education Direct Support Or
Budget Sheet HCEF Audit ACC

14. **23-1172** Accept the Audit of BEST Academy for Fiscal Year Ending June 30, 2022

Attachments: 2022 brooksville engineering science and technology
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

15. **23-1173** Accept the Audit of Gulf Coast Academy of Science & Technology for Fiscal Year Ending June 30, 2022

Attachments: 2022 gulf coast academy of science and technology
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

16. **23-1174** Accept the Audit of Gulf Coast Elementary for Fiscal Year Ending June 30, 2022

Attachments: 2022 gulf coast elementary school
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

17. **23-1201** Approve the Affiliation Agreement between Pasco-Hernando State College and Hernando County School District for the Student Field Experience Placement.

Attachments: Hernando COUNTY SCHOOL District MOU EPI Field Experience Ag
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Job Descriptions

18. **23-1177** Approval of the Office of Safe Schools reorganization and Job Description changes.

Attachments: Copy of SafSch Reorg calc 02142023
Strikethrough 2022-2023 Confidential Placement Schedule 3 02142023
Bookkeeper-Office_of_Safe_Schools strikethrough
Job Description _Secretary I Safe Schools
Job Description _Safe Schools Accounting Specialist
Budget Sheet Sept 2021 Revised WITH Financial Impact OSS 01_09_23

All Other Support Operations Agenda Items

19. **23-1182** Approve the agreement and authorize the release of reversionary interest in property located at 15487 Citrus Way, Brooksville, Florida, back to the Board of County Commissioners of Hernando County, Florida.

Attachments: 23-1182 Quitclaim Deed Stamped
23-1182 Warranty Deed
23-1182 Budget Sheet

20. **23-1208** Terminate agreement with For Each 1 Reach 1 Mentoring Program for non-payment of meals served August 2022 to current. Termination date will be March 17, 2023.

Attachments: E1R1 Contract
Email correspondence
E1R1 Invoices
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Purchase Order/Bid Agenda Items

21. **23-1154** Award Bid No. 23-910-14, HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to multiple vendors for the purchase, installation and repairs of HVAC systems and preventative services and authorize purchases for an estimated annual amount of $500,000.00.

Attachments: 23-910-14 HVAC Equipment & Parts 02-14-23
Budget Sheet Sept 2021 Revised WITH Financial Impact 2

22. **23-1161** Approve the amendment to the contract bid no. 22-360-22, Carpet & VCT: Installation, Removal & Repairs, awarded to Marks Flooring, Inc. to increase the estimated annual spending to $150,000.00.

Attachments: 22-360-22 AMEND Carpet VCT 01-24-2023
Marks Flooring Budget Sheet

23. **23-1184** Approve piggybacking Choice Partners RFP #20/040 TP, Frozen and Chilled Beverages, awarded to Trident Beverages and authorize purchases for an estimated annual spending of $120,000.

Attachments: 23-385-27 PB Frozen and Chilled Beverages 02-14-23
Original Award Letter
Original RFP 2
Trident Beverage Docs-R2-signed
Smart Snacks
Trident Budget Sheet

24. **23-1191** Approve piggybacking OMNIA Partners-region 4 Education Service Center (ESC) RFP No. 22-07, Contract No. 220701, Facility Technology Integration and Security System Services, for products and services related to technology integration and security systems awarded to ADT Commercial, LLC and authorize the purchase for estimated annual amount of $974,702.00 using Half-Cent Funds.

Attachments: 23-1191 Security Sys Srvcs BID TABULATION
23-1191 Security Sys Srvcs BUDGET SHEET

25. **23-1197** Approve the 2022-2025 Dual Enrollment (DE) Articulation Agreement Between Embry-Riddle Aeronautical University (ERAU) and the Hernando County School Board and Issuance of Purchase Orders for an Estimated Annual Amount of $4,489.00

Attachments: Hernando - ERAU - GAI Agreement 2022
Budget Sheet - ERAU

26. **23-1199** Approve piggybacking Florida Buy Cooperative RFP #21-14, Contract #22-141, Custodial Supplies & Related Products, awarded to Pro-Link, Inc. and authorize the purchase for an estimated annual spending of $ 350,000.

Attachments: 23-485-25 PB Custodial & Janitorial 02-14-23 6
23-1199 Budget Sheet Updated

27. **23-1200** Approve piggybacking General Services Administration (GSA) Contract #47QTCA22Doo8N, Wireless Mobility Services, awarded to T-Mobile for Wi-Fi on School Buses and approve the purchase of services for an estimated annual spending of $56,388.00.

Attachments: 23-915-29 PB Wireless Mobility Services 02-14-23
3690 T-Mobile budget Sheet

28. **23-1202** Approve cancellation of the agreement (Standard Form of Agreement Between Owner and Construction Manager as Constructor), with Manhattan Construction Company, Inc., for the Roofing & Ventilation Project at Transportation.

Attachments: 23-1202 CM Agreement FULLY EXECUTED
23-1202 Notice of Cancellation
23-1202 Budget Sheet

29. **23-1212** Approve renewing Bid No. 19-725-21 RN: Motorola Mobile/Portable Radios Installation and Repair Services, to Bearcom, Radio One and Tri-Co Communications, Inc. for Mobile/Portable Radios Installation and Repair Services and authorize the purchase for estimated annual amount of $194,900.00.

Attachments: 23-1212 Bid Tabulation
23-1212 Budget Sheet

30. **23-1213** Award RFQ No. 0052-201-2203, Construction Manager Services for HVAC Replacement for Brooksville Elementary School, to JE Dunn Construction Company, for construction goods & services and authorize the purchase for $5,900,000.00 using ESSER III Funds.

Attachments: 23-1213 RFQ
23-1213 Addendum 1
23-1213 Score Sheets Step 2
23-1213 CM Agreement Signed by JE Dunn2
23-1213 Budget Sheet

31. **23-1214** Approve the purchase to continue and expand the AI technology at various locations throughout the District from Sole Source vendor Zeroeyes and authorize the purchase not to exceed $250,000.00 annually contingent on Safety Grant funding or Millage funding.

Attachments: Fully executed data security agreement zeroeyes
Budget Sheet Sept 2021 Revised WITH Financial Impact Zeroeyes

32. **23-1215** Approve the purchase to continue and expand Armoured One 23 mil Window Film from Sole Source vendor Armoured One not to exceed $200,000.00 annually contingent on Safety Grant funding and/or Millage funding.

Attachments: Budget Sheet Sept 2021 Revised WITH Financial Impact Armoured one

33. **23-1232** Approve the agreement and authorize the purchase of Microsoft licensing from Insight for $196,668.00

Attachments: Agreement
Standard Addendum to Agreements - HCSB- 052422
Insight Bid
Budget Sheet

34. **23-1235** Approve the amendment to the piggyback of Sourcewell Cooperative, RFP #080819 for Flooring Materials, with Related Supplies and Services awarded to Tarkett USA Inc. to increase the estimated spending to $1,400,000.00.

Attachments: Flooring Materials Tarkett 02-14-23
Maint Capital Millage Carpet & Flooring Budget Sheet

35. **23-1238** Award Bid No. 23-670-22, Plumbing Products, Fixtures, Equipment, Parts & Supplies to Best Plumbing Specialties, Inc. & Tampa Winsupply, Inc, for plumbing products, fixtures, equipment, parts and supplies and authorize purchases for estimated annual spending of $100,000.00.

Attachments: Plumbing Parts 02-14-2023
Budget Sheet Plumbing

36. **23-1239** Approve the Agreement for Construction Manager Services for the Ceiling and LED Lighting Upgrade Project at Fox Chapel Middle School and authorize the purchase of construction goods & services from The A.D. Morgan Corporation for $1,800,000.00.

Attachments: 23-1239 Agreement with Exhibits
23-1239 Budget Sheet

All Other School Board Agenda Items

37. **23-1196** Approval Requested for out of county travel for School Board Member(s) to attend the FSBA 36th Annual Day in the Legislature and New School Board Academy Part 2 from March 14, 2023 through March 17, 2023 in Tallahassee, FL, that may exceed $500 per Board Member.

Attachments: FSBA New School Board Member Academy Agenda - Tallahassee
FSBA 36th Annual Day in the Legislature Agenda - Tallahassee
FSBA 36th Annual Day in the Legislature- Cost Breakdown
Budget Sheet FSBA 36th Day in the Legislature

38. **23-1227** Approval to amend the Superintendent's contract for mileage reimbursement.

Attachments: superintendent contract DRAFT 012723 Clean
Budget Sheet - Stratton Mileage 021423

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

39. 23-1247 Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 110917 ACC

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for February 28, 2023:
1:00 PM - Informal
2:30 PM - Workshop
6:00 PM - Regular Meeting

Mission Statement
The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 23-1244 2/14/2023

Title and Board Action Requested
Approval to adopt the agenda dated February 14, 2023.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated February 14, 2023.

My Contact
John Stratton
Superintendent of Schools

2018-23 Strategic Focus Area
Other

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Agenda Item # 2. 23-1245 2/14/2023

Title and Board Action Requested
Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

Executive Summary
Student Representative, Gina Doherty of Nature Coast Technical High School, to share an update of school related activities and events with the Board.

My Contact
Gina Doherty
Student Representative to the School Board

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Agenda Item # 3. 23-1237 2/14/2023

Title and Board Action Requested
Recognition of the Hernando County School District's FBLA Weeki Wachee High School Students

Executive Summary
The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the FBLA Weeki Wachee High School Students and their achievements.

My Contact
Gina Michalicka
Assistant Superintendent of Teaching and Learning

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $0, see attached budget sheet. The cost for the previous fiscal year was $0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 4. 23-1180 2/14/2023

Title and Board Action Requested
Presentation of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award

Executive Summary
The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board to recognize the Finance and Budget Department for their 20th consecutive year of receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting Award for its annual comprehensive financial report for the fiscal year ended June 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

This is the 20th consecutive year Hernando County School District and our Finance Department have received this award. We are one of only 12 districts in the state of Florida who have received this award for at least 20 years. School Boards are not required to complete an Annual Comprehensive Financial Report, and many don't because the criteria and amount of work necessary to complete the ACFR is tremendous, as noted by the attached 48-page checklist.

We are very proud of Joyce and Kendra, together they have completed the ACFR for the past 10 years, and their staff, for their dedication to this process and for attaining this award.

My Contact
Lisa Becker
Executive Director of Business Services
becker_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 0.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product

availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

District School Board of Hernando County, Florida

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 1/5/2023



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

District School Board of Hernando County Florida

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Comprehensive General-Purpose Checklist

For Use by All Government Types other than Public Employee Retiree Benefit Plans and Governmental Investment Pools

This checklist is available in electronic form at GFOA's website under the heading Award Programs in the Certificate of Achievement for Excellence in Financial Reporting section (https://www.gfoa.org/coa-award)

Entity Name _____ Fiscal Year End _____

The checklist is based on the authoritative guidance of the Governmental Accounting Standards Board (GASB) through GASB Statement No. 99, *Omnibus*. The checklist includes the disclosure guidance for governments that have early implemented GASB Statement Nos. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, 96, *Subscription-Based Information Technology Arrangements*, and 99, *Omnibus*. The checklist also includes disclosures required for leases following GASB Statement 87, *Leases*.

NOTE TO READERS: The checklist is a reference tool to help preparers find the information necessary to prepare an Annual Comprehensive Financial Report (ACFR), not an exhaustive list of every aspect of such reports required by Generally Accepted Accounting Principles (GAAP). The checklist provides preparers references to where the detailed required disclosures can be found in the authoritative literature and in the 2022 version of GFOA's *Governmental Accounting, Auditing and Financial Reporting* ("Blue Book" or "GAAFR"). For example, question 12-216-01 appears as follows

Question No.	Checklist question	Citations	GAAFR reference
12-216-01	If the government has demand bonds outstanding at the end of the fiscal year, do the notes provide all of the disclosures required by GAAP, including a description of the take-out agreement including its expiration date? Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. D30.111-.112	eGAAFR Chapter 30 - Liabilities-Demand bonds

The detailed list of disclosures required by GAAP can be found in the GASB codification section D30 (Demand Bonds) paragraphs 111-112, which are as follows:

> .111 In addition to debt disclosures required by Section 2300, "Notes to Financial Statements," paragraphs .106 and .107, state and local governmental entities with demand bonds outstanding (regardless of when the demand provisions are exercisable) should disclose a general description of the demand bond program; terms of any letters of credit or other standby liquidity agreements outstanding, commitment fees to obtain the letters of credit, and any amounts drawn on them outstanding as of the balance sheet date; and a description of the take out agreement including its expiration date, commitment fees to obtain that agreement, and the terms of any new obligation under the take out agreement. The notes should also disclose the debt service requirements that would result if the take out agreement were to be exercised. In those disclosures, a government should separate information regarding (a) direct borrowings and direct placements of debt from (b) other debt.
>
> .112 If a take-out agreement has been exercised converting the bonds to an installment loan, the installment loan should be reported as general long-term debt and the payment schedule under the installment loan should be included as part of the schedule of debt service requirements to maturity, as required by Section 2300, paragraph .106.

Information about the note disclosures for demand bonds can also be found in Chapter 30 of the 2022 eGAAFR.

This checklist includes the numbering system for checklist questions that was introduced in the previous edition of the checklist. This numbering helps GFOA staff better identify common problem areas that are encountered during the reviews of the over 4,400 ACFRs each year, to enable GFOA to target training and publications to best assist governments.

The checklist includes references to the June 30, 2021 version of the GASB Codification to the items in the checklist. In situations where a new pronouncement is issued or citation is not in the GASB Codification, a reference to original pronouncements is used. The codification includes the current GAAP language and nonauthoritative illustrations for each topic. For example, GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* contained extensive exhibits illustrating virtually all parts of an ACFR.

While the reporting model has not changed significantly since GASB 34 was issued in June 1999, many standards have made changes which render the exhibits obsolete. These include changes to names of financial statements and elements thereof, such as deferred inflows and outflows, net position (v. net assets) and fund balance classifications, and the change to immediate recognition of certain previously deferred items such as debt issuance costs that appeared in the original illustrations. The codification contains a completely revised and updated set of exhibits, and can be found in codification section 2200.902; and codification section 2200.701-.768 contains all current, relevant implementation guidance. The GASB publishes updated codifications each year. If your government does not subscribe to receive materials from GASB, you can download PDFs of each pronouncement and you can register for free online access to the GASB's Governmental Accounting Research System, which includes the Codification (https://gars.gasb.org/).

This comprehensive general-purpose checklist includes questions that are applicable to general-purpose governments, school districts and stand-alone business-type activity governments. GFOA does not maintain specialized checklists for school districts and stand-along business-type activities, being that a majority of the requirements for both are already contained in this comprehensive general-purpose government checklist. The comprehensive general-purpose government checklist contains a column indicating if a checklist question is specific to a school district (labeled as "school") or to a stand-along business-type activity (labeled as "BTA"). A specialized checklist is available for pension and other postemployment benefit systems, and external government investment pools on GFOA's website (https://www.gfoa.org/coa-award).

A single numbering system is used for both of the checklists; therefore, questions beginning with 16 and 17 can be found in the pension and other postemployment benefit systems, and external government investment pools specialized checklist. Indentation is used to indicate that a given question is dependent upon a positive response to a preceding question.

An asterisk (*) designates specific items that of themselves normally would be sufficient to disqualify a report from being awarded the Certificate of Achievement for Excellence in Financial Reporting. However, other items, either individually or in the aggregate, also may prevent a government from receiving the award.

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The ACFR will be graded on the following categories, when applicable to the government:
1. Cover, table of contents, and formatting
2. Introductory section
3. Report of the independent auditor
4. Management's discussion and analysis (MD&A)
5. Basic financial statements - preliminary considerations
6. Government-wide financial statements
7. Fund financial statements - general considerations
8. Governmental fund financial statements
9. Proprietary fund financial statements
10. Fiduciary fund financial statements
11. Summary of significant accounting policies (SSAP)
12. Note disclosures (other than the SSAP and pension/OPEB-related disclosures)
13. Note disclosures – Employer pension/OPEB plans
14. Required supplementary information (RSI)
15. Combining and individual fund information and other supplementary information
18. Statistical section
19. Other considerations

NOTE: Sections 16 and 17 can be found in the pension and other postemployment benefit systems, and external government investment pools specialized checklist on GFOA's website (https://www.gfoa.org/coa-award).

Abbreviations used in this checklist	
AU-C	U.S., Auditing Standards (Clarified), American Institute of Certified Public Accountants (March 1, 2022)
COD	*Codification of Governmental Accounting and Financial Reporting Standards*, GASB, 2020-2021
eGAAFR	*Governmental Accounting, Auditing, and Financial Reporting*, GFOA, 2022
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
GASBS	GASB Statement
NCGA-S	National Council on Governmental Accounting Statement

One of the citations included in the citations column of the checklist is "Certificate Program requirement." These requirements can be found on the eligibility section of the awards page (https://www.gfoa.org/coa-program-eligibility) and in GFOA's best practice, *Nonauthoritative Considerations in the Preparation of an Annual Comprehensive Financial Report* (https://www.gfoa.org/materials/nonauthoritativeconsiderations-in-the-preparation-of-an-acfr).

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						INTRODUCTORY SECTION		
						COVER, TABLE OF CONTENTS, AND FORMATTING		
○	○	○			1-001-01	Does the report cover describe the document as a “Annual Comprehensive Financial Report”?	Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○			1-001-02	Does the report cover include the name of the government?	Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○			1-001-02-1	If the government is a component unit of another government, does the cover of a component unit’s annual comprehensive financial report (ACFR) clearly indicate that the entity preparing the ACFR is a component unit of another government (e.g., "Annual Comprehensive Financial Report of the XYZ Authority - A Component Unit of the City of XYZ").	GASB Cod. Sec. 2600.126	eGAAFR Chapter 33 - Cover and title page
○	○	○	BTA		1-001-02-2	If the enterprise fund is a fund or component unit of another entity, or if the ACFR is a departmental report, does the report cover indicate that fact (e.g., “an enterprise fund of the City of X”)?	GASB Cod. Sec. 2600.126 Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○			1-001-03	Does the report cover include the name of the state within which the government is located (if the government is not itself a state)?	Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○			1-001-04	Does the report cover clearly indicate that the report covers the entire fiscal period (e.g., “for the fiscal year ended”) rather than one point in time (e.g., “as of”), using the month, day, and year sequence. (e.g., “fiscal year ended June 30, 202X”)? Note: When comparative statements are presented, the fiscal periods indicated on the report cover and title page should be the same periods covered by the independent auditor’s report.	Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○			1-001-05	Is there a title page? If so: (1) Does the title page describe the document as a “Annual Comprehensive Financial Report"? (2) Does the title page clearly indicate that the report covers the entire fiscal period (e.g., “for the fiscal year ended”) rather than one point in time (e.g., “as of”), using the month, day, and year sequence. (e.g., “fiscal year ended June 30, 202X”)? Note: When comparative statements are presented, the fiscal periods indicated on the title page should be the same periods covered by the independent auditor’s report. (3) Does the title page include the name of either the individual or the department responsible for preparing the report? (Names alone are sufficient.) Note: The name of the auditor should not be included on the cover nor title page, as it implies responsibility for the contents of the report. (4) Does the title page include the name of the state within which the government is located (if the government is not itself a state)? (5) Does the title page of a component unit’s ACFR should clearly indicate that the entity preparing the ACFR is a component unit of another government (e.g., "Annual Comprehensive Financial Report of the XYZ Authority - A Component Unit of the City of XYZ")?	Certificate Program requirement	eGAAFR Chapter 33 - Cover and title page
○	○	○		*	1-001-06	Is a table of contents included that encompasses the entire report?	GASB Cod. Sec. 2200.105a	eGAAFR Chapter 33 - Introductory section
○	○	○			1-001-06-1	Does the table of contents include the following?: (1) Does the table of contents clearly segregate each of the basic sections of the report (i.e., introductory, financial, and statistical) and any additional sections (e.g., Single Audit Section)? (2) Does the table of contents clearly distinguish the basic financial statements (including the notes) from required supplementary information (RSI) and the other contents of the financial section? (3) Does the table of contents identify each statement and schedule by its full title? (4) Does the table of contents include a page number reference (rather than just an exhibit number reference) for each item?	GASB Cod. Sec. 2200.105a	eGAAFR Chapter 33 - Introductory section
○	○	○			1-001-07	If a statement or schedule occupies more than a single pair of facing pages, does the statement or schedule alert readers to this fact by including the word “continued” on the first pair of facing pages, as well as on each subsequent pair of facing pages? (The final pair of facing pages can be blank or include “concluded.”)	Certificate Program requirement	
○	○	○			1-001-08	Does each page have a page number? Numbering should be sequential throughout the entire ACFR.	Certificate Program requirement	
○	○	○			1-001-09	Are text and numbers throughout the report easily readable?	Certificate Program requirement	
○	○	○			1-001-10	Has the government refrained from reporting cents? All numbers should be rounded to at least the nearest dollar.	Certificate Program requirement	
○	○	○			1-001-11	If numbers are rounded to the nearest thousand or million, is this fact clearly indicated either on the face of the financial statements and/or in the notes, as appropriate?	Certificate Program requirement	
○	○	○			1-001-12	Consider presenting the pages of an electronic ACFR in a consistent manner throughout the report (e.g., either portrait or landscape orientation). Explanation: The need to rotate certain page images can make using reports more difficult for readers of the ACFR.	Certificate Program requirement	
○	○	○			1-001-13	If a separate compliance section is included in the ACFR (e.g., a federal single audit), has it been presented after the statistical section?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Schedules
						INTRODUCTORY SECTION		
						GENERAL CONSIDERATIONS		
○	○	○			2-001-01	If the government received the Certificate of Achievement for Excellence in Financial Reporting in the immediately preceding fiscal year, is a copy of that award included within the introductory section?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section, Certificate of Achievement for Excellence in Financial Reporting
○	○	○			2-001-02	Are the government’s principal officials (elected, appointed, or both) who were in place during the year covered by the report or when the report was issued, or both listed within the introductory section, and is the "as of" date of the listing (or of each listing) clearly indicated?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-List of principal officials
○	○	○			2-001-03	Is an organization chart included somewhere within the introductory section?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Organizational chart
○	○	○		*	2-001-04	Is a letter of transmittal included within the introductory section?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
○	○	○			2-001-04-1	Is the transmittal letter presented on the letterhead stationery of the government?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
○	○	○			2-001-04-2	Is the transmittal letter dated on or after the date of the independent auditor’s report?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
○	○	○			2-001-04-3	Is the transmittal letter addressed to the government’s citizens, as well as others (e.g., the governing board)?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
○	○	○			2-001-04-4	Is the transmittal letter signed by at least the chief financial officer (either the one in place during the year or the one in place when the report was issued, if different)?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
○	○	○			2-001-04-5	Does the transmittal letter state that management is responsible for the contents of the report?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Formal transmittal

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			2-001-04-6	Does the transmittal letter include a formal transmittal? Items to consider including: (1) Mention any legal requirements the ACFR is intended to fulfill, and acknowledge that management is responsible for the contents? (2) Address the results of the independent audit? (3) Discuss the government's internal controls, including their objectives and inherent limitations?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Formal transmittal
○	○	○			2-001-04-7	Does the transmittal letter include a profile of the government? Items to consider including: (1) The population, and a description of the government's structure? (2) Identification of the types of services provided (e.g., fire protection, parks and recreation), or programs offered (e.g., swimming, and baseball)? (3) Disclose the inclusion of component units as well as the exclusion, as appropriate, of potential component units that the average reader might expec to see included within the financial reporting entity? (4) Briefly summarize the budget process, including which governmental funds are annually or biennially appropriated, and the legal level of budgetary control? (5) Identify the legal level of budgetary control for each fund with a legally-adopted budget?	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Profile of the government
○	○	○	School		2-001-04-8	For school districts, in addition to the items listed above, does the profile include the following? (1) A description of the scope of the school district's instructional activities? (2) Identification of the types of programs that the school district offers (e.g., general education, special education, vocational education)? (3) Information about the number of students? (4) If applicable, a description of the school district's relationship to other governments (for example, component unit of the county?	Certificate Program requirement	eGAAFR Chapter 38 - Letter of transmittal
○	○	○			2-001-04-9	Does it contain information designed to assist users in assessing the government's economic condition (e.g., information on the local economy, information associated with a government's long-term financial planning, financial policies that affected the financial position in the current year, and major initiatives that are expected to affect future financial position)? Items to consider including are: (1) Provide information on the local economy, long-term planning, changes to generally accepted accounting principles, and financial policies that had a significant impact on the current statements (e.g., general fund reserves, reserves in other funds, and the use of one-time revenues). (2) Describe major budgetary initiatives that had a significant impact on the statements. If the government has a tax abatement as defined by GASB Statement No. 77 disclosed in the notes to the financial statements, GFOA recommends tha governments include other information in the transmittal letter that provides the justification and expected long-term benefits of tax abatements (See GFOA's best practice *Tax Abatement Transparency* , https://www.gfoa.org/materials/tax-abatement-transparency)	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section, Information useful in assessing the government's economic condition
○	○	○	School		2-001-04-10	For school districts, is information about the projected enrollment and the age of the school buildings included in the economic condition discussion?		eGAAFR Chapter 38 - Letter of transmittal
					2-001-04-11	Does the letter of transmittal contain acknowledgments? If the government received the Certificate of Achievement for Excellence in Financial Reporting or some other award relevant to financial management, the government may mention such awards in the letter of transmittal. Consider including: (1) Objective indicators of the quality of the government's financial management (e.g., a GFOA Distinguished Budget Presentation award, or a GFOA Popular Annual Financial Reporting award). (2) Acknowledgement of the individuals involved in the preparation of the ACFR, or those who contributed to the quality of the government's financial reporting or internal controls.	Certificate Program requirement	eGAAFR Chapter 33 - Introductory section-Awards and acknowledgements
○	○	○			2-001-04-12	Does the letter of transmittal direct readers to MD&A?		eGAAFR Chapter 33 - Introductory Section-Formal transmittal
○	○	○			2-001-04-13	Has the government refrained from duplicating information relevant to a given topic presented in MD&A or in the notes to the financial statements by (1) briefly identifying the topic and explaining its potential interest to financial statement users in the letter of transmittal, (2) referring readers to the notes and MD&A for any information on the topic already provided there, and (3) limiting the discussion in the letter of transmittal to the more subjective aspects of a given topic?	GASB Cod. Sec. 2200.704-1	eGAAFR Chapter 33 - Introductory section-Letter of transmittal
						FINANCIAL SECTION		
						REPORT OF THE INDEPENDENT AUDITOR		
○	○	○		*	3-001-01	Are the basic financial statements accompanied by the report of the independent auditor?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Report of the independent auditor
○	○	○			3-001-02	Is the report of the independent auditor presented as the first item in the financial section of the report?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section
○	○	○			3-001-03	Does the report indicate that the independent auditor conducted the audit in conformity with either generally accepted auditing standards (GAAS) or generally accepted government auditing standards (GAGAS/ GAS (Government Auditing Standards))?	Certificate Program requirement	eGAAFR Chapter 33 - GFOA Certificate of Achievement for Excellence in Financial Reporting
○	○	○			3-001-04	Did the independent auditor express an opinion on the fair presentation of: 1) governmental activities; 2) business-type activities; 3) each major governmental fund; 4) each major enterprise fund; 5) other funds (in the aggregate) and discretely presented component units (in the aggregate), or both combined (in the aggregate); and 6) budgetary comparisons (if presented as a basic financial statement) in conformity with GAAP?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section, Report of the independent auditor
○	○	○		*	3-001-05	Did the independent auditor express an unmodified opinion on the fair presentation of the basic financial statements? <u>Explanation</u>: The independent auditor's opinion is considered to be unmodified unless the auditor (1) offers an adverse opinion, (2) offers a modified opinion (i.e., fairly presented except for…), or (3) disclaims an opinion on all or a portion of the basic financial statements.	Certificate Program requirement	eGAAFR Chapter 33 - GFOA Certificate of Achievement for Excellence in Financial Reporting
○	○	○			3-001-06	Does the independent auditor indicate, at a minimum, that combining and individual fund financial statements and schedules are fairly presented "in relation to" the basic financial statements?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Report of the independent auditor
○	○	○			3-001-07	Is there no indication by the independent auditor that RSI is either absent or otherwise potentially inadequate?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Report of the independent auditor
○	○	○		*	3-001-08	Did the independent auditor sign and date the report?	AU-C Section 700.41-.43	
○	○	○			3-001-09	If the independent auditor's report states that combining and individual fund financial statements are fairly presented in relation to the basic financial statements, has the government refrained from including any reference to the notes to the financial statements on the face of the combining and individual fund statements?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Formatting

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)**		
○	○	○		*	4-001-01	Is MD&A presented?	GASB Cod. Sec. 2200.106	eGAAFR Chapter 31 - Background
○	○	○		*	4-001-01-1	Is MD&A presented preceding the basic financial statements and after the report of the independent auditor?	GASB Cod. Sec. 2200.703-1	eGAAFR Chapter 31 - Background
○	○	○			4-001-02	Does MD&A describe the basic government-wide financial statements and the basic fund financial statements, as well as the difference in the kinds of information provided by each? Explanation: This description should either focus on how fund financial statements reinforce information in the government-wide financial statements (e.g., proprietary fund financial statements) or provide additional information (e.g., governmental fund financial statements and fiduciary fund financial statements). In particular, it should describe the relationship between the governmental fund financial statements and the data reported for governmental activities in the government-wide financial statements.	GASB Cod. Sec. 2200.109a and .704-7	eGAAFR Chapter 31 - Discussion of the basic financial statements
○	○	○		*	4-001-03	Does MD&A provide condensed financial data extracted from the government-wide financial statements? If so, does that information include: (1) Total assets (distinguishing between capital assets and other assets)? (2) Total deferred outflows of resources? (Note: Deferred outflows are a separate element and should be reported separately from total assets.) (3) Total liabilities (distinguishing between long-term liabilities and other liabilities)? (4) Total deferred inflows of resources? (Note: Deferred inflows are a separate element and should be reported separately from total liabilities.) (5) Total net position (distinguishing net investment in capital assets; restricted net position; and unrestricted net position)? (6) Program revenues (by major source)? (7) General revenues (by major source)? (8) Total revenues? (9) Program expenses (at least by function)? (10) Total expenses? (11) Excess or deficiency (before any contributions to term and permanent endowments, contributions to permanent fund principal, special items, extraordinary items, and transfers)? (12) Contributions? (13) Special and extraordinary items? (14) Transfers? (15) Change in net position? (16) Ending net position from the statement of activities?	GASB Cod. Sec. 2200.109b	eGAAFR Chapter 31 - Condensed comparative financial data
○	○	○	BTA	*	4-001-04	Does MD&A present condensed financial data for both the current fiscal year and the preceding fiscal year, with governmental activities and business-type activities reported separately? Note: Whenever the independent auditor offers an opinion on both the current year's and the previous year's financial statements, the MD&A should provide condensed financial data for three periods - the current period, the previous period, and the period preceding the previous period. However only the current year's and prior year's data must be explained.	GASB Cod. Sec. 2200.109b and .704-3	eGAAFR Chapter 31 - Condensed comparative financial data
○	○	○			4-001-05	Does MD&A provide an overall analysis (i.e., reasons for changes) of the government's financial position and results of operations?	GASB Cod. Sec. 2200.109c	eGAAFR Chapter 31 - An analysis of the government's overall financial position and results of operations
○	○	○			4-001-05-1	Are explanations appropriate to the measurement focus of the financial statements for which a change is being explained? For example, the purchase of a capital asset would decrease fund balance in the governmental funds, but have no effect on the net position reported in the government-wide statement of net position (e.g. the capital asset would be offset by a decrease in another asset and/or an increase in a liability).	Certificate Program requirement	
○	○	○			4-001-05-2	Does the MD&A specifically address whether and why the government's overall financial position has improved/increased or deteriorated/decreased)?	GASB Cod. Sec. 2200.109c	eGAAFR Chapter 31 - An analysis of the government's overall financial position and results of operations
○	○	○			4-001-05-3	Does the MD&A address *governmental activities* separately from *business-type activities*? *If economic factors significantly affected the operating results of the current year, they should be discussed as part of this analysis.*	GASB Cod. Sec. 2200.109c	eGAAFR Chapter 31 - An analysis of the government's overall financial position and results of operations
○	○	○			4-001-06	Does MD&A provide an analysis (i.e., reasons for changes) of significant balances and transactions of individual major funds, and if applicable, whether restrictions, commitments, or other limitations significantly affect the availability of fund resources for future use?	GASB Cod. Sec. 2200.109d	eGAAFR Chapter 31 - An analysis of the balances and transactions of individual funds
○	○	○			4-001-07	Does MD&A provide an analysis of significant budgetary variations (both original budget versus final amended budget and final amended budget versus actual) for only the general fund? *If any currently known reasons for budgetary variations in the general fund are expected to have a significant effect on future liquidity or services, the MD&A should explain that fact.*	GASB Cod. Sec. 2200.109e	eGAAFR Chapter 31 - Analysis of budgetary variations
○	○	○			4-001-08	Does MD&A describe significant capital asset and long-term debt activity during the year (taking care to summarize rather than repeat information presented in the notes), including commitments made for capital expenditures, changes in credit ratings, and debt limitations that may affect the financing planned facilities or services?	GASB Cod. Sec. 2200.109f	eGAAFR Chapter 31 - Description of capital asset and long-term debt activity
○	○	○			4-001-09	Does the discussion of capital asset and long-term debt activity refer readers interested in more detailed information to the notes to the financial statements?	GASB Cod. Sec. 2200, footnote 9	eGAAFR Chapter 31 - Description of capital asset and long-term debt activity
○	○	○			4-001-10	If the government uses the modified approach to account for one or more networks or subsystems of infrastructure assets, does MD&A state that fact? If so, do the notes include: 1) a discussion of any significant changes in the condition levels of infrastructure assets, 2) a comparison of current condition levels with target condition levels established by the government, and 3) any significant differences between the estimated amount necessary to maintain and preserve infrastructure assets at target condition levels and the actu amount of expense incurred for that purpose during the year?	GASB Cod. Sec. 2200.109g	eGAAFR Chapter 31 - Discussion of infrastructure accounted for using the modified approach

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			4-001-11	Does the government disclose any other "currently known facts, conditions, or decisions" that are expected to have a significant effect on financial position (net position) or results of operations (revenues, expenses, and other changes in net position), with the focus being on things that have actually happened (e.g., relocation of a major business) rather than on things that might happen (e.g., potential relocation of a major business)?	GASB Cod. Sec. 2200.109h	eGAAFR Chapter 31 - Discussion of currently known facts, decisions, or condition of future significance
○	○	○			4-001-12	Do the amounts reported in MD&A agree with related amounts in the basic financial statements?	GASB Cod. Sec. 2200.109b Certificate Program requirement	
○	○	○			4-001-13	Has the government refrained from addressing in MD&A topics not specifically prescribed by GAAP, as summarized in the above questions? Explanation: Governments must provide enough detail to meet the GAAP requirements; however, governments are free to provide whatever additional details they believe appropriate in addressing these particular topics.	GASB Cod. Sec. 2200.109 and footnote 8	eGAAFR Chapter 31 - Background
						FINANCIAL SECTION **BASIC FINANCIAL STATEMENTS** **PRELIMINARY CONSIDERATIONS**		
						The checklist includes references to requirements for early implementers of GASB Statement Nos. 94, 96 and 99.		
○	○	○		*	5-001-01	Is a full set of basic financial statements (government-wide financial statements, fund financial statements, and notes to the financial statements) presented? If so, are each of the following statements included (if applicable)?	GASB Cod. Sec. 2200.110-.204 and .206-.207	
○	○	○	BTA	*	5-001-01-1	For special purpose governments engaged in only business-type activities, is a full set of basic financial statements presented (i.e., a statement of net position, a statement of revenues, expenses, and changes in fund net position, and a statement of cash flows)?	GASB Cod. Sec. Sp20.113b	
○	○	○		*	5-001-01-2	Government-wide statement of net position?	GASB Cod. Sec. 2200.110	eGAAFR Chapter 19 - Introduction
○	○	○		*	5-001-01-3	Government-wide statement of activities?	GASB Cod. Sec. 2200.110	eGAAFR Chapter 19 - Introduction
○	○	○		*	5-001-01-4	Balance sheet – governmental funds?	GASB Cod. Sec. 2200.161a	eGAAFR Chapter 13 - Introduction
○	○	○		*	5-001-01-5	Statement of revenues, expenditures, and changes in fund balances – governmental funds?	GASB Cod. Sec. 2200.161b	eGAAFR Chapter 13 - Introduction
○	○	○		*	5-001-01-6	Statement of revenues, expenditures, and changes in fund balances – budget and actual – for the general fund and major special revenue funds (if not presented as RSI)?	GASB Cod. Sec. 2200, footnote 51	eGAAFR Chapter 13 - Introduction
○	○	○	BTA	*	5-001-01-7	Statement of fund net position – proprietary funds?	GASB Cod. Sec. 2200.170a	eGAAFR Chapter 15 - Introduction
○	○	○	BTA	*	5-001-01-8	Statement of revenues, expenses, and changes in fund net position – proprietary funds?	GASB Cod. Sec. 2200.170b	eGAAFR Chapter 15 - Introduction
○	○	○	BTA	*	5-001-01-9	Statement of cash flows – proprietary funds?	GASB Cod. Sec. 2200.170c	eGAAFR Chapter 15 - Introduction
○	○	○		*	5-001-01-10	Statement of fiduciary net position?	GASB Cod. Sec. 2200.197	eGAAFR Chapter 17 - Introduction
○	○	○		*	5-001-01-11	Statement of changes in fiduciary net position?	GASB Cod. Sec. 2200.197	eGAAFR Chapter 17 - Introduction
○	○	○			5-001-01-12	Notes to the financial statements?	GASB Cod. Sec. 2200.204	eGAAFR Chapter 30 - Introduction
○	○	○		*	5-001-02	Do the government-wide and fund statements of position (i.e., the statement of net position or the balance sheet, where applicable) report separate sections for assets, deferred outflows of resources, liabilities, and deferred inflows of resources, as applicable?	GASB Cod. Sec. 2200.115	eGAAFR Chapter 13 - Balance sheet eGAAFR Chapter 19 - Government-wide statement of net position
○	○	○		*	5-001-02-1	If the government participates in a defined benefit pension/OPEB plan, or if the government is a government nonemployer contributor to a defined benefit pension/OPEB plan, does it report pension/OPEB-related deferred outflows/inflows of resources?	GASB Cod Sec. P20.132-.133, .152-.155, .158, .172, .186-.189, .191, .195, .204-.206, .210, .718-3 GASB Cod Sec. P50.139-.140, .159-.163, 167, .185, .200-.205, .207, .212, .221-.225, .229, .718-3	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans
○	○	○			5-001-02-2	If the government participates in a defined benefit pension/OPEB plan, or if the government is a government nonemployer contributor to a defined benefit pension/OPEB plan, has the government aggregated deferred outflows and inflows of resources arising from differences between projected and actual earnings and reported them as a single net amount?	GASB Cod Sec. P20.132-.133, .152-.155, .158, .172, .186-.189, .191, .195, .204-.206, .210, .718-3 GASB Cod Sec. P50.139-.140, .159-.163, 167, .185, .200-.205, .207, .212, .221-.225, .229, .718-3	eGAAFR Chapter 20 - Accounting and Financial Reporting for Trusted Plans
○	○	○			5-001-02-3	If the government participates in a defined benefit pension/OPEB plan, or if the government is a government nonemployer contributor to a defined benefit pension/ OPEB plan, has the government refrained from netting other pension/OPEB-related deferred outflows and inflows of resources?	GASB Cod Sec. P20.132-.133, .152-.155, .158, .172, .186-.189, .191, .195, .204-.206, .210, .718-3 GASB Cod Sec. P50.139-.140, .159-.163, 167, .185, .200-.205, .207, .212, .221-.225, .229, .718-3	eGAAFR Chapter 20 - Accounting and Financial Reporting for Trusted Plans
○	○	○		*	5-001-02-4	Are non-pension/OPEB-related deferred outflows of resources reported only for items specifically identified by GAAP as deferred outflows of resources (e.g., the excess of the reacquisition price of the old debt over its net carrying amount in a debt refunding, asset retirement obligation)?	GASB Cod. Sec. A10.109 (AROs); D20.111 (Refundings); D40.116 (Derivative Instruments); L20.171 (Leases); S20.112 (Intra-Entity Transfers of Future Revenues); L30.131 (Loan Origination Fees); GASB S94: 39 (PPP).	eGAAFR Chapter 1 - Deferred outflows of resources

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	5-001-02-5	Are non-pension-related deferred inflows of resources reported only for items specifically identified by GAAP as deferred inflows of resources (e.g., deferred lease revenue, the excess of the net carrying amount of old debt over its reacquisition price in a debt refunding)?	GASB Cod. Sec. D20.111 (refundings); D40.116 (Derivative Instruments); L20.150 (Leases) N50.115 (Imposed non-exchange rev); N50.118 (Govt-Mandated and Voluntary Nonexchange Transactions); S20.111 (Sale future rev); L30.105 (Loan Origination Fees); GASB S94: 32 (PPP).	eGAAFR Chapter 1 - Deferred inflows of resources
○	○	○			5-001-03	Are all of the basic financial statements referred to by their appropriate titles?		
○	○	○			5-001-03-1	Is the title of the following statements refer to a point in time (e.g., "June 30, 20XX") rather than to a fiscal period (e.g., "for the fiscal year ended…")? (1) Government-wide Statement of Net Position (2) Balance Sheet - Governmental funds (3) Reconciliation of government funds balance sheet to governmental activities statement of net position (4) Statement of Fund Net Position - Proprietary funds (5) Statement of Fiduciary Net Position - Fiduciary funds	Certificate Program requirement	
○	○	○			5-001-03-2	Is the title of the following statements refer to a fiscal period (e.g., for the fiscal year ended…") rather than to a point in time (e.g., "June 30, 20XX")? (1) Government-wide Statement of Activities (2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental funds (3) Reconciliation of government funds statement of revenues expenditures and changes in fund balance to governmental activities statement of activities (4) Statement of Revenues, Expenditures, and Changes in Fund Balance, Budget and Actual – General Fund and Major Special Revenue Funds (if included as a basic financial statement) (5) Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary funds (6) Statement of Cash Flows – Proprietary funds (7) Statement of Changes in Fiduciary Net Position - Fiduciary funds	Certificate Program requirement	
○	○	○			5-001-04	Are all of the basic financial statements grouped together at the front of the financial section of the report, following the report of the independent auditor and MD&A?	GASB Cod. Sec. 2200.105	eGAAFR Chapter 33 - Financial section
○	○	○			5-001-05	Are the government-wide statements located before the fund financial statements?	GASB Cod. Sec. 2200.105 Certificate Program requirement	eGAAFR Chapter 33 - Financial section
○	○	○			5-001-06	Do all of the basic financial statements include a reference to the notes?	Certificate Program requirement	eGAAFR Chapter 33 - Financial section-Basic financial statements
○	○	○			5-001-07	If the government has multiple*major* discretely presented component units, do the basic financial statements present separate information on each as one of the following: (1) separate columns in the government-wide financial statements, (2) combining statements included within the basic financial statemen or (3) condensed financial statements included within the notes to the financial statements? Explanation: The determination that a component unit is "major" should be based on the nature and significance of its relationship to the primary government based on any of the following factors: (a) the services provided by the component unit to the citizenry are such that separate reporting as a major component unit is considered to be essential to financial statement users, (b) there are significant transactions with the primary government, or (c) there is a significant financial benefit or burden relationship with the primary government.	GASB Cod. Sec. 2600.108	eGAAFR Chapter 6 - Discretely presented component units
○	○	○		*	5-001-08	Has the government refrained from making direct adjustments to beginning net position/fund balance except in those situations specifically contemplated GAAP - prior-period adjustments and cumulative effect of a change in accounting principle?	GASB Cod. Sec. 2250.121-.152	eGAAFR Chapter 8 - Direct changes to net position eGAAFR Chapter 15 - Cumulative effect of a change in accounting principle
○	○	○		*	5-001-09	Do financial statements within each category (i.e., government-wide, governmental funds, proprietary funds, and fiduciary funds) articulate with one another (e.g., the amount reported for net position at the end of the year in the government-wide statement of activities ties to the corresponding amount reported for net position in the government-wide statement of net position, the amount reported as "changes in net position – governmental activities" in the reconciliation associated with the governmental fund statement of revenues, expenditures, and changes in fund balances should be the same as the amount reported as "changes in net position - governmental activities" in the government-wide statement of activities)?	Certificate Program requirement GASB Cod. Sec. 1800.155, .165	
○	○	○		*	5-001-10	If the government is required by law to present financial data that differs from GAAP financial statements to demonstrate legal compliance, has the additional financial data (schedules) been included as other supplementary information or in a separate legal compliance section immediately following the statistical section? When there is a conflict between GAAP and legal provisions, the basic financial statements should be prepared in accordance with GAAP.	NCGA-S1: 9-15	eGAAFR Chapter 33 - Financial section - Schedules
						FINANCIAL SECTION **GOVERNMENT-WIDE FINANCIAL STATEMENTS** **GENERAL CONSIDERATIONS**		
○	○	○		*	6-001-01	Are governmental activities and business-type activities reported as separate columns?	GASB Cod. Sec. 2200.110d	eGAAFR Chapter 5 - The relationship between fund financial statements and government-wide financial statements eGAAFR Chapter 19 - Activity columns
○	○	○		*	6-001-02	Is a total column presented for the primary government?	GASB Cod. Sec. 2200.112	eGAAFR Chapter 19 - Primary government total column
○	○	○		*	6-001-02-1	Is the total column for the primary government consolidated (i.e., no internal receivable/ payables or transfers, except for blended component units with a different fiscal year)?	GASB Cod. Sec. 2200.151-.153	eGAAFR Chapter 19 - Primary government total column

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	6-001-02-2	Are the only internal balances reported in the statement of net position between governmental activities and business-type activities? Internal balances within either of these categories should be eliminated as part of the consolidation process. Consistent with the principles of consolidation, the primary government's total column normally should report a zero balance for internal receivables and internal payables. This objective most often is achieved by reporting both receivables and payables as a single line item (i.e., internal balances). Alternatively, internal receivables and internal payables can be reported as separate line items, provided that a zero balance is still reported for each in the primary government's total column. In this latter case, neither line item would "crossfoot," necessitating a special explanatory footnote on the face of the statement of net position.	GASB Cod. Sec. 2200.151-.153, 724-1	eGAAFR Chapter 19 - Primary government total column
○	○	○		*	6-001-02-3	Are the only transfers reported in the government-wide statement of activities between governmental activities and business-type activities? Transfers within either of these categories should be eliminated as part of the consolidation process. Transfers should be eliminated from the consolidated total column on the statement of activities.	GASB Cod. Sec. 2200.151-.153; GASB S34: 58; Q&A 7.47.16	eGAAFR Chapter 19 - Primary government total column]
○	○	○		*	6-001-03	Are any discretely presented component units presented in one or more separate columns to the right of the total column for the primary government? By definition, only a legally separate entity qualifies as a component unit. The data for the discretely presented component units that is included in the government-wide financial statements should be the entity totals derived from the component units' statements of net position and activities.	GASB Cod. Sec. 2200.110c and 2600.107	eGAAFR Chapter 19 - Component unit column(s)
○	○	○		*	6-001-03-1	Has the government refrained from using these columns to report component units that should be blended?	GASB Cod. Sec. 2600.112-.113	eGAAFR Chapter 6 - Blended component units
○	○	○	BTA		6-001-03-2	If a stand-alone BTA has blended component units, has it elected to present the blended component units within its single column financial statements and presenting condensed combining financial statements (statement of net position, statement of revenues, expenses and changes in net position, and statement of cash flows) of the BTA and the blended component unit in the notes to the financial statements?	GASB Cod. Sec. 2600.115	eGAAFR Chapter 6 - Blended component units
○	○	○		*	6-001-04	Has the government refrained from including either fiduciary funds or fiduciary component units in the government-wide financial statements?	GASB Cod. Sec. 2200.110b	eGAAFR Chapter 19 - Scope of reporting
○	○	○			6-001-05	Has the government refrained from using interfund terminology (e.g., transfers) to refer to balances and transactions between the primary government and discretely presented component units?	GASB Cod. Sec. 2200.155	eGAAFR Chapter 19 - Scope of reporting
						FINANCIAL SECTION **GOVERNMENT-WIDE FINANCIAL STATEMENTS** **GOVERNMENT-WIDE STATEMENT OF NET POSITION**		
○	○	○		*	6-002-01	Are assets and liabilities reported either in the relative order of their liquidity or on a classified basis (i.e., current vs. long-term)?	GASB Cod. Sec. 2200.116, and footnote 13	eGAAFR Chapter 19 - Order of presentation - assets and liabilities
○	○	○			6-002-01-1	If assets and liabilities are presented in the relative order of their liquidity, do amounts presented for long-term liabilities distinguish amounts due within one year from amounts due beyond one year? Note: The liabilities for pensions and OPEB would generally not be considered due within one year.	GASB Cod. Sec. 2200.116, .708-5	eGAAFR Chapter 19 - Order of presentation - assets and liabilities
○	○	○			6-002-01-2	If a classified approach is taken and restricted assets are reported, are restricted assets and liabilities payable from restricted assets reported in the same category?	GASB Cod. Sec. 2200.180	eGAAFR Chapter 15 - Classified presentation
○	○	○			6-002-01-3	If a classified approach is taken, are subtotals for current assets, noncurrent assets, deferred outflows, current liabilities, noncurrent liabilities, and deferred inflows included?	Certificate Program requirement	eGAAFR Chapter 19 - Order of presentation - assets and liabilities
○	○	○		*	6-002-02	Does each column in the government-wide statement of net position include capital assets (including infrastructure assets and intangible assets) used to support those activities?	GASB Cod. Sec. 2200.110e	eGAAFR Chapter 19 - Presentation of capital assets
○	○	○			6-002-02-1	Has the government refrained from reporting depreciable and non-depreciable capital assets together in a single line (e.g., "land and buildings"), if significant?	GASB Cod. Sec. 1400.112	eGAAFR Chapter 19 - Presentation of capital assets
○	○	○			6-002-03	Does the government report a pension/OPEB-related asset if fiduciary net position exceeds the employer's total pension/OPEB liability?	GASB Cod. Sec. P20, footnote 7; P50, footnote 7	
○	○	○		*	6-002-04	Does the governmental activities column include debt and all other long-term liabilities incurred in connection with governmental activities, including obligations for pensions and OPEB, as appropriate? (e.g., bonds, leases, SBITAs, PPPs, compensated absences, claims and judgments, pollution remediation liabilities, nonexchange financial guarantees (as the entity extending the guarantee))	GASB Cod. Sec. 2200.110e	eGAAFR Chapter 18 - Conversion of governmental fund data eGAAFR Chapter 20 - GAAP Conversion Journal Entries
○	○	○			6-002-05	If the government offers defined pension/OPEB benefits that are not administered through a trust (or equivalent arrangement), has it refrained from reporting a net pension liability, but instead reported the employer's total pension/OPEB liability separately from any accumulated assets?	GASB Cod. Sec. P22.116; P52.114	eGAAFR Chapter 20 - Accounting and financial reporting for non-trusted plans (other than insured plans)
○	○	○			6-002-06	Has the government refrained from netting asset and liability amounts related to different pension and OPEB plans?	GASB Cod. Sec. P20.120, .151, .203 GASB Cod. Sec. P21.111 GASB Cod. Sec. P50.118 GASB Cod. Sec. P51.109	
○	○	○			6-002-07	If the government has issued special assessment debt for which it is obligated in some manner, has it reported such amounts as special assessment debt without governmental commitment?	GASB Cod. Sec. S40.116b	eGAAFR Chapter 23 - Special assessment debt
○	○	○		*	6-002-08	Is the difference between [assets + deferred outflows of resources] and [liabilities + deferred inflows of resources] reported as net position?	GASB Cod. Sec. 2200.117	eGAAFR Chapter 1 - Exhibit 1-1 eGAAFR Chapter 19 - Presentation of net position

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	6-002-09	Is the amount reported as net investment in capital assets calculated correctly? Explanation: The government should calculate its net investment in capital assets using the following general formula: Capital assets (both tangible and intangible) reported in the column for that activity Less: Accumulated depreciation/amortization Less: Outstanding principal of capital-related borrowings (i.e. bonds, special assessment debt with government commitment, lease liabilities, subscription-based IT arrangement liabilities, public-private and public-public partnership arrangement liabilities) related to the government's own capital assets (limited to proceeds expended for capital purposes and **excluding unspent proceeds**) ("outstanding capital debt") Less: Debt used to refund capital-related borrowings (**excluding new debt issued in a crossover refunding** which does not take on the character of the existing debt that it will refund until the crossover date is reached. Accordingly, the new debt does not qualify as capital-related until the crossover date (i.e., the point at which the refunding occurs) Less: Any other (non-debt) capital related liabilities as of fiscal year end, including accounts payable and retainage payable Plus: Original issue discounts on outstanding capital debt Less: Original issue premiums on outstanding capital debt Plus: Capital-related deferred outflows of resources (such as a loss on refunding of outstanding capital debt) Less: Capital-related deferred inflows of resources (such as a gain on refunding of outstanding capital debt) _____ Equals: Net investment in capital assets Any government reporting capital assets should report some portion of net position as net investment in capital assets, even if that amount is negative. The amount reported for the net investment in capital assets should not be greater than the amount of capital assets reported in the same column. The debt used in the calculation of the net investment in capital assets should not be greater than the total debt reported in the column that reports the amount.	GASB Cod. Sec. 2200.118	eGAAFR Chapter 19 - Presentation of net position
○	○	○		*	6-002-09-1	Has the government refrained from reporting the liability and any deferred outflows and inflows of resources related to the unspent portion of a debt issuance in the net investment of capital assets component of net position? Explanation: The liability and any deferred outflows and inflows of resources related to the unspent portion of a debt issuance should be included in the same component of net position as the asset relating to the unspent proceeds (restricted or unrestricted net position). Reporting both within the same classification of net position prevents one classification from being overstated while another is understated by a similar amount.	GASB Cod. Sec. 2200.118, .708-10	eGAAFR Chapter 19 - Presentation of net position
○	○	○		*	6-002-09-2	Has the government excluded the following from the calculation of net investment in capital assets: (1) Financial assets, including interfund loans? (2) Noncapital accrued liabilities (e.g., compensated absences, claims and judgments, landfill closure and postclosure costs)? (3) Debt that was used to provide capital assets to another government (or a discretely presented component unit)? (4) Debt to be repaid by governmental activities when the proceeds were used to acquire capital assets that the business-type activities report, and vice versa?	GASB Cod. Sec. 2200.709-10 GASB Cod. Sec. 2200.708-8 GASB Cod. Sec. 2200.708-12	eGAAFR Chapter 19 - Presentation of net position
○	○	○			6-002-10	Does the amount reported as restricted net position reflect only amounts that are externally restricted (e.g., debt covenant, grant contract, law) or restricted by charter/ constitution or enabling legislation? *If a government has both permanently and temporarily restricted net position, the amount reported for "restricted net position" should be divided between "nonexpendable" (i.e., permanently restricted) and "expendable" (i.e., temporarily restricted) amounts.*	GASB Cod. Sec. 2200.119-.123	eGAAFR Chapter 19 - Presentation of net position
○	○	○		*	6-002-11	Is unrestricted net position calculated correctly?	GASB Cod. Sec. 2200.124-.125	eGAAFR Chapter 19 - Presentation of net position
○	○	○		*	6-002-11-1	Has the government included the liability related to the unspent portion of a debt issuance in the same component of net position as the asset relating to the unspent proceeds?	GASB Cod. Sec. 2200.118 GASB Cod. Sec. 2200.708-10	eGAAFR Chapter 19 - Presentation of net position
○	○	○		*	6-002-11-2	Does the calculation of unrestricted net position include long-term debt used by the government to finance capital acquisition by other governments?	GASB Cod. Sec. 2200.708-12	eGAAFR Chapter 19 - Presentation of net position
○	○	○			6-002-11-3	Does the calculation of unrestricted net position include the net position related to joint ventures?	GASB Cod. Sec. 2200.708-13	eGAAFR Chapter 19 - Presentation of net position
○	○	○			6-002-12	*Other topics that may be relevant*		
○	○	○			6-002-12-1	*Governments should report certain internally generated intangible capital assets, including certain software development costs.*	GASB Cod. Sec. 1400, footnote 3	eGAAFR Chapter 22 - Application of internal resources
○	○	○			6-002-12-2	*Both an asset and a liability should be reported for securities lending arrangements collateralized with cash (or collateralized with securities that may be pledged or sold without a default).*	GASB Cod. Sec. I60.103	eGAAFR Chapter 21 - Securities lending arrangements
○	○	○			6-002-12-3	*Both an asset and a liability should be reported for reverse repurchase agreements, except for those of the yield-maintenance variety.*	GASB Cod. Sec. I55.115	eGAAFR Chapter 21 - Reverse repurchase agreements
○	○	○			6-002-12-4	*Governments that pledge receivables or future revenues and receive resources in exchange should report related assets and liabilities.*	GASB Cod. Sec S20.108-.109	eGAAFR Chapter 28 - Sales and pledges of receivables, Sales and pledges of revenues
○	○	○			6-002-12-5	*Governments involved in nonexchange financial guarantees may need to report a related asset or liability, depending on their circumstances.*	GASB Cod. Sec. N30	eGAAFR Chapter 28 - Nonexchange financial guarantees
○	○	○			6-002-12-6	*Capitalization contributions made to a public-entity risk pool should be treated as either a deposit, a reduction of the liability for claims and judgments, or as a prepaid asset, depending on the circumstances (not as an equity interest in a joint venture).*	GASB Cod. Sec. C50.134-.139	eGAAFR Chapter 37 - Accounting and financial reporting
○	○	○			6-002-12-7	*Government lessees should report a lease liability and an intangible right-to-use asset, referred to as the lease asset.*	GASB Cod. Sec. L20	eGAAFR Chapter 26 - Leases - Lessee accounting
○	○	○			6-002-12-8	*Government lessors should report a lease receivable, a deferred inflow of resources and continue to report the underlying asset as one of its capital assets.*	GASB Cod. Sec. L20	eGAAFR Chapter 26 - Leases - Lessor accounting
○	○	○			6-002-12-9	*Governmental operators in a PPP arrangement, depending on the type of PPP, will report a liability for installment payments due to the transferor and an intangible right-to-use asset; a capital asset and a liability for the value of the capital asset to be transferred to the transferor.*	GASBS-94	eGAAFR Chapter 26 - Public-private and public-public partnerships and availability payment arrangements - Governmental operator accounting

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			6-002-12-10	*Governmental transferors in a PPP arrangement, depending on the type of PPP, will report a liability for installment payments due to the transferor and an intangible right-to-use asset; a capital asset and a liability for the value of the capital asset to be transferred to the transferor.*	GASBS-94	eGAAFR Chapter 26 - Public-private and public-public partnerships and availability payment arrangements - Transferor government accounting
○	○	○			6-002-12-11	*Governments in SBITA arrangements should report a SBITA liability and an intangible right-to-use asset.*	GASBS-96	eGAAFR Chapter 26 - Subscription-based information technology arrangements - Government accounting
						FINANCIAL SECTION **GOVERNMENT-WIDE FINANCIAL STATEMENTS** **GOVERNMENT-WIDE STATEMENT OF ACTIVITIES**		
○	○	○		*	6-003-01	Does the format of the statement present expenses before revenues?	GASB Cod. Sec. 2200.126	eGAAFR Chapter 19 - Government-wide statement of activities
○	○	○		*	6-003-02	Is information on expenses for governmental activities presented at least at the functional level of detail?	GASB Cod. Sec. 2200.127a	eGAAFR Chapter 19 - Level of detail presented for expenses
○	○	○		*	6-003-03	Is information on expenses for business-type activities presented at least by different identifiable activities? Explanation: An identifiable activity has a specific revenue stream and related expenses and gains and losses that are accounted for separately. Whether an activity is different depends on the goods or services provided. For example, a water utility and electric utility could not be reported in a single line as utilities because they provide different services.	GASB Cod. Sec. 2200.127b	eGAAFR Chapter 19 - Level of detail presented for expenses
○	○	○			6-003-04	If a portion of depreciation expense for governmental activities is reported as a separate line item, is it labeled *"unallocated depreciation expense"*?	GASB Cod. Sec. 2200.132	eGAAFR Chapter 19 - Depreciation-governmental activities
○	○	○			6-003-05	Is interest expense reported as a separate line item for governmental activities? *If a government wishes to allocate indirect expenses (e.g., interest expense, general administration) to individual functions or activities, it should use a separate column to do so.*	GASB Cod. Sec. 2200.134	eGAAFR Chapter 19 - Interest expense-governmental activities
○	○	○		*	6-003-06	Does the format of the statement present program revenues associated with individual functions and activities? The statement of activities should be presented using a net program cost format that identifies program revenues related to each governmental function and each different identifiable business-type activity.	GASB Cod. Sec. 2200.126	eGAAFR Chapter 19 - Program revenues
○	○	○		*	6-003-06-1	Are program revenues presented for both governmental activities and business-type activities?	GASB Cod. Sec. 2200.113	eGAAFR Chapter 19 - Program revenues
○	○	○			6-003-06-2	Do program revenues separately report: (1) charges for services, (2) operating grants and contributions, and (3) capital grants and contributions? Note: Governments are free to provide additional columns or use more descriptive titles.	GASB Cod. Sec. 2200.136	eGAAFR Chapter 19 - Program revenues
○	○	○			6-003-06-3	Has the government refrained from including taxes that it has levied as program revenues?	GASB Cod. Sec. 2200.140	eGAAFR Chapter 19 - Program revenues
○	○	○		*	6-003-06-4	Has the government combined the expenses of individual functions and activities with related program revenues to calculate the net expense/revenue of each function and activity?	GASB Cod. Sec. 2200.126	eGAAFR Chapter 19 - Program revenues
○	○	○			6-003-07	Has the government reported each major source of tax revenues separately within *general revenues*?	GASB Cod. Sec. 2200.140	eGAAFR Chapter 19 - Program revenues
○	○	○			6-003-08	Has the government refrained from reporting special assessments as *general revenues* (rather than as program revenues)?	GASB Cod. Sec. 2200.137, .717-8, .717-9	eGAAFR Chapter 19 - Program revenues
○	○	○			6-003-09	Has the government reported contributions, special items, extraordinary items, and transfers separately from each other and from *general revenues*?	GASB Cod. Sec. 2200.141	eGAAFR Chapter 19 - Contributions to principal, Extraordinary and special items, Transfers
○	○	○			6-003-10	Has the government refrained from reporting extraordinary gains and losses in connection with refundings resulting in the defeasance or redemption of debt?	GASB Cod. Sec. D20.109-.113	eGAAFR Chapter 23 - Refundings
○	○	○			6-003-11	Has the government reported the effect of any capital asset impairments as program expense, program revenue (if a gain), a special item, or an extraordinary item, rather than as general revenue? *A government that acquired an external entity during the year should report a special item if the consideration it provided was less than the net position acquired (after any applicable adjustment to noncurrent nonfinancial assets), unless the selling government intended the amount as a contribution.* *Gains (or losses) resulting from bankruptcy proceedings should be reported as an extraordinary item.* *If the government provides prescription drug coverage to retirees and receives payments directly from the federal government under Medicare Part D, the government should recognize revenue rather than reducing OPEB costs.*	GASB Cod. Sec. 1400.177 GASB Cod. Sec. Co10.137 GASB Cod. Sec. Bn5.111 GASB Cod. Sec. P50.602; P52.601	eGAAFR Chapter 22 - Impairments of assets other than infrastructure assets reported using the modified approach eGAAFR Chapter 28 - Accounting and financial reporting for acquisitions eGAAFR Chapter 28 - Bankruptcies eGAAFR Chapter 20 - Nuances of projecting defined benefit OPEB
						FINANCIAL SECTION **FUND FINANCIAL STATEMENTS** **GENERAL CONSIDERATIONS**		
○	○	○		*	7-001-01	Has the government refrained from reporting discretely presented component units in the governmental fund and proprietary fund financial statements?	GASB Cod. Sec. 1300.102-.103; 2600.107	eGAAFR Chapter 6 - Discretely presented component units
○	○	○			7-001-02	Do interfund receivables and interfund payables balance (unless there is a difference in fiscal year between the primary government and its blended component units)?	GASB Cod. Sec. 2600.120	eGAAFR Chapter 29 - Basis of presentation-fund financial statements
○	○	○			7-001-03	Do transfers between funds balance (unless there is a difference in fiscal year between the primary government and its blended component units)?	GASB Cod. Sec. 2600.121	eGAAFR Chapter 29 - Basis of presentation-fund financial statements
○	○	○			7-001-04	Has the government refrained from reporting overdrafts of pooled cash and investments as a negative asset balance (i.e., negative cash)?	GASB Cod. Sec. 1800.801	eGAAFR Chapter 21 - Pooled cash and investments

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	7-001-05	Has the government refrained from blending component units that do not meet at least one of the following sets of criteria? 1) The component unit's governing body is substantively the same as the governing body of the primary government and there is either one or both of the following: there is either a financial benefit or burden relationship between the primary government and the component unit or management of the primary government has operational responsibility for the component unit; 2) The component unit provides services entirely, or almost entirely, to the primary government or otherwise exclusively, or almost exclusively, benefits the primary government even though it does not provide services directly to it; 3) The component unit's total debt outstanding, including leases, is expected to be repaid entirely or almost entirely with the resources of the primary government; or 4) The component unit is a not-for-profit and the primary government is the sole corporate member.	GASB Cod. Sec. 2600.112-.113	eGAAFR Chapter 6 - Blended component units
○	○	○		*	7-001-06	Has the government refrained from blending legally separate tax-exempt organizations that are classified as component units only because of the nature and significance of their relationship with the primary government?	GASB Cod. Sec. 2600.706-1	eGAAFR Chapter 6 - Identifying component units, Misleading to exclude
						FINANCIAL SECTION **GOVERNMENTAL FUND FINANCIAL STATEMENTS** **GENERAL CONSIDERATIONS**		
○	○	○		*	8-001-01	Has the government included only governmental fund types (i.e., general fund, special revenue funds, debt service funds, capital projects funds, and permanent funds)?	GASB Cod. Sec. 1300.103	eGAAFR Chapter 4 - Governmental funds
○	○	○		*	8-001-02	Are special revenue funds used only to account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes, other than debt service or capital projects? (The fund may receive additional resources from other revenue sources as well, provided the core specific revenue sources remain predominant.) Note: The general fund of a blended component unit would also be special revenue fund when it is combined with the primary government.	GASB Cod. Sec. 1300.105	eGAAFR Chapter 4 - Governmental funds eGAAFR Chapter 6 - Blended component units
○	○	○			8-001-03	If a stabilization arrangement is reported as a separate special revenue fund, do the resources originate from a specific restricted or committed revenue source?	GASB Cod. Sec. 1300.105	eGAAFR Chapter 4 - Special revenue funds
○	○	○			8-001-04	Has the government refrained from using a special revenue fund to account for resources held as a fiduciary activity?	GASB Cod. Sec. 1300.105	eGAAFR Chapter 4 - Special revenue funds
○	○	○			8-001-05	Are capital projects funds used only to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets except for capital-related outflows financed by proprietary funds or for assets that will be held as a fiduciary activity?	GASB Cod. Sec. 1300.106	eGAAFR Chapter 4 - Capital projects funds
○	○	○			8-001-06	Are debt service funds used only to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest?	GASB Cod. Sec. 1300.107	eGAAFR Chapter 4 - Debt service funds
○	○	○			8-001-07	Are permanent funds used only to report resources available to support the government's programs that are restricted so that only earnings (and not principal) may be spent? Explanation: Making a loan from a revolving loan fund is not considered "spending" for this purpose.	GASB Cod. Sec. 1300.108; 1800.741-8	eGAAFR Chapter 4 - Permanent funds
○	○	○		*	8-001-08	Is the general fund and each of the other major governmental funds reported in a separate column? A governmental fund that reports more than ten percent of the total governmental funds assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues, or expenditures and more than five percent of the combined total of governmental funds and enterprise funds for the same element (i.e., assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues, or expenditures/expenses) must be reported as a major fund. The criteria for determining whether a fund is major should be applied to the individual funds reported in the financial statements (i.e., the columns reported in the fund financial statements for governmental funds and enterprise funds and the combining financial statements for nonmajor governmental funds and enterprise funds). If a fund meets the criteria, then it must be reported as a major fund even if it is composed of several sub-funds for internal accounting purposes and those individual component units do not meet the major fund criteria. An alternative to reporting a fund consisting of various sub-funds as a major fund is to report each fund separately for external financial reporting purposes (as a major or nonmajor fund, as appropriate) or to combine the sub-funds in a manner that doesn't result in a fund that meets the criteria for reporting as a major fund. For external financial reporting purposes, a major fund consists of ONLY one fund. Only the nonmajor fund column can include more than one fund.	GASB Cod. Sec. 2200.158-.159	eGAAFR Chapter 13 - Focus on major funds
○	○	○		*	8-001-09	Are all nonmajor governmental funds reported in a single column, regardless of fund type?	GASB Cod. Sec. 2200.158	eGAAFR Chapter 13 - Presentation of major and nonmajor funds
○	○	○		*	8-001-10	Is a total column presented for each statement?	GASB Cod. Sec. 2200.162, .165	eGAAFR Chapter 13 - Total and eliminations columns
○	○	○		*	8-001-11	Is a summary reconciliation provided that ties each total column to the amount reported for governmental activities in the government-wide financial statements?	GASB Cod. Sec. 2200.160, .164	eGAAFR Chapter 13 - Reconciliation to governmental activities
○	○	○			8-001-11-1	If aggregation in the summary reconciliation obscures the nature of the individual elements of a particular reconciling item, has the government provided more detail in the notes to the financial statements?	GASB Cod. Sec. 2200.160, .730-4	eGAAFR Chapter 13 - Reconciliation to governmental activities
						FINANCIAL SECTION **GOVERNMENTAL FUND FINANCIAL STATEMENTS** **BALANCE SHEET – GOVERNMENTAL FUNDS**		
○	○	○		*	8-002-01	Has the government refrained from reporting nonfinancial assets (e.g., capital assets used in operations rather than held for resale and pension-related or OPEB-related assets)?	GASB Cod. Sec. 2200.162	eGAAFR Chapter 12 - Governmental fund assets
○	○	○		*	8-002-02	Has the government refrained from reporting as liabilities in governmental funds the following long-term obligations: unmatured long-term debt (unless the government uses the early recognition option for debt service funds); leases, PPPs, SBITAs, compensated absences; claims and judgments; pension and other postemployment benefit liabilities; termination benefits; landfill closure and postclosure care obligations; asset retirement obligations, pollution remediation obligations; and other long-term commitments not required to be reported in governmental funds?	GASB Cod. Sec. 1500.103	eGAAFR Chapter 12 - Governmental fund liabilities
○	○	○		*	8-002-03	Has the government refrained from reporting a liability, deferred outflows of resources, or deferred inflows of resources in connection with changes in the fair value of investments reported at fair value (which should be recognized as revenue)?	GASB Cod. Sec. I50.131	eGAAFR Chapter 12 - Investments
○	○	○			8-002-04	Has the government reported total assets, total deferred outflows of resources, total liabilities, total deferred inflows of resources? Governments may include subtotals for assets plus deferred outflows of resources, and liabilities plus deferred inflows of resources.	GASB Cod. Sec. 2200.162	eGAAFR Chapter 13 - Balance sheet

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	8-002-05	Is the difference between [assets + deferred outflows of resources] and [liabilities + deferred inflows of resources] labeled fund balance?	GASB Cod. Sec. 2200.162-.163	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○		*	8-002-06	Are the separate components of fund balance limited to the following: nonspendable, restricted, committed, assigned, unassigned?	GASB Cod. Sec. 2200.163	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-07	If reported, does the nonspendable component of fund balance include only amounts that cannot be spent because they are either: (1) not in spendable form, at least currently (with no limitation on spending should they later become spendable); or (2) legally or contractually required to be maintained intact? Explanation: If there is a limitation on how temporarily nonspendable resources can be spent once they become spendable they should be classified in some other category, based on the nature of that limitation.	GASB Cod. Sec. 1800.166-.167	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-08	If reported, does the restricted component of fund balance include only amounts where the constraints placed on the use of the resources are either: (1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (2) imposed by law through constitutional provisions or enabling legislation (i.e., a requirement that monies raised for a particular purpose will be spent for that purpose)?	GASB Cod. Sec. 1800.168	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-09	If reported, does the committed component of fund balance include only spendable and nonspendable amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority using its most binding form of constraint?	GASB Cod. Sec. 1800.170-.172, .743-3	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-10	If reported, does the **assigned** component of fund balance include only spendable and nonspendable amounts that are constrained by the government's *intent* to be used for specific purposes, but are neither restricted nor committed?	GASB Cod. Sec. 1800.173-.176	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-10-1	Has the government refrained from including stabilization arrangements in assigned fund balance category? Note: Stabilization agreements are reported as restricted, committed or unassigned fund balance depending on the source of the constraint.	GASB Cod. Sec. 1800.181	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-10-2	Has the government included *appropriated fund balance* (i.e., a portion of existing fund balance designated to balance the budget) in this category?	GASB Cod. Sec. 1800.176	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-10-3	Has the government refrained from simultaneously reporting a positive amount of assigned fund balance and a negative amount of *unassigned fund balance*?	GASB Cod. Sec. 1800.175-.176	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-11	Has the government refrained from reporting a positive amount of *unassigned fund balance* in any individual special revenue, debt service, capital projects, or permanent fund?	GASB Cod. Sec. 1800.177	eGAAFR Chapter 13 - Balance sheet-Fund balance
○	○	○			8-002-12	Has the government refrained from reporting stabilization arrangements in the general fund as *restricted fund balance* or *committed fund balance* unless: (1) they meet the regular criteria for inclusion in one of those two components of fund balance; and (2) the circumstances that would allow for the use of the resources are both specific and nonroutine?	GASB Cod. Sec. 1800.180-.181	eGAAFR Chapter 13 - Balance sheet-Fund balance
						FINANCIAL SECTION		
						GOVERNMENTAL FUND FINANCIAL STATEMENTS		
						STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS		
○	○	○		*	8-003-01	Does the format of the statement present items in the following order: revenues, expenditures, excess (deficiency) of revenues over (under) expenditures, other financing sources and uses, special items, extraordinary items, and net change in fund balance?	GASB Cod. Sec. 2200.165	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-02	Are revenues classified by major source?	GASB Cod. Sec. 2200.166	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-02-1	Are revenue classifications sufficiently detailed to be meaningful?	Certificate Program requirement	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-02-2	Has the government refrained from reporting realized gains and losses on investments separately from unrealized gains and losses?	GASB Cod. Sec. 1600.109	eGAAFR Chapter 30 - Assets-Information on realized gains and losses (optional)
○	○	○			8-003-03	Does the government recognize revenue only when it is considered to be measurable and available?	GASB Cod. Sec. 1600.106	eGAAFR Chapter 9 - General application
○	○	○			8-003-03-1	Is the government's availability policy consistent with GAAP (60 day maximum for property tax; changes in fair value of investments recognized immediately)?	GASB Cod. Sec. 1600.106; P70.104	eGAAFR Chapter 9 - General application
○	○	○			8-003-04	Are expenditures classified by character (i.e., current, intergovernmental, capital outlay, and debt service)?	GASB Cod. Sec. 1800.136	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-04-1	Are current expenditures further categorized at least by function?	GASB Cod. Sec. 1800.133	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-05	Has the government refrained from reporting negative investment income as an expenditure (instead of as a revenue)?	GASB Cod. Sec. I50.131, .721-10	eGAAFR Chapter 13 - Statement of revenues, expenditures, and changes in fund balances
○	○	○			8-003-06	Has the government refrained from reporting expenses rather than expenditures (e.g., depreciation expense)?	GASB Cod. Sec. 1600.116	eGAAFR Chapter 10 - Background
○	○	○			8-003-07	Has the government only reported the following in the other financing sources and uses section: the issuance of long-term debt (including leases, subscription-based IT arrangements, and public-private and public-public partnership arrangements) and related premiums and discounts; payments made from refunding bond proceeds to escrow agents in current or advance refunding transactions; material sales of capital assets; proceeds from insurance settlements, proceeds from pledged receivables; and transfers? Note: Demand bonds that were classified as general long-term liabilities and become a governmental fund liability, and the repayment of demand bonds reported as governmental fund liabilities, also require the use of other financing sources and uses.	GASB Cod. Sec. 2200.167; 1400.181; D30.109; L20.133 GASB S94: 56 GASB S96: 59	eGAAFR Chapter 11 - Nature and purpose
○	○	○			8-003-08	If the government has initiated a lease, subscription-based IT arrangement (SBITA), or a public-private and public-public partnership arrangement (PPP) during the year, does it report an other financing source equal to the present value of the expected payments over the lease/SBITA/PPP term?	GASB Cod. Sec. L20.133 GASB S94: 56 GASB S96: 59	eGAAFR Chapter 11 - Other financing sources
○	○	○		*	8-003-09	If the government has issued long-term debt during the year that will be repaid with general government resources, does the government report an other financing source equal to the face value of the debt (even if the proceeds are delivered directly to a third party or to an enterprise fund)?	GASB Cod. Sec. 1800.124; 2200.167	eGAAFR Chapter 11 - Other financing sources
○	○	○			8-003-09-1	Has the government reported a separate other financing source for premiums related to its debt issuances?	GASB Cod. Sec. 1800.124; 2200.167, .737-1	eGAAFR Chapter 11 - Other financing sources

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			8-003-09-2	Has the government reported an other financing use for discounts related to its debt issuances (excluding discounts for underwriter's fees)?	GASB Cod. Sec. 1800.124; 2200.167, .737-1	eGAAFR Chapter 11 - Other financing sources
○	○	○			8-003-10	Has the government refrained from reporting the issuance of no-commitment special assessment debt as an other financing source?	GASB Cod. Sec. 1800.124; S40.119	eGAAFR Chapter 11 - Other financing sources
○	○	○		*	8-003-11	Has the government refrained from reporting an other financing source in connection with the issuance of tax anticipation notes, revenue anticipation notes, grant anticipation notes, bond anticipation notes, demand bonds, and short-term debt that do not qualify as long-term liabilities?	GASB Cod. Sec. 1800.127; B50.102; D30.107-.108	eGAAFR Chapter 12 - Anticipation notes
○	○	○		*	8-003-12	Has the government refrained from reporting an other financing source in connection with long-term borrowings within the primary government (which should be treated instead as fund liabilities)?	GASB Cod. Sec. 1800.102a	eGAAFR Chapter 11 - Other financing sources
○	○	○		*	8-003-13	If the government has used a refunding transaction to defease or redeem debt, has it reported the proceeds of the refunding debt as an other financing source – issuance of refunding bonds?	GASB Cod. Sec. 1800.125	eGAAFR Chapter 23 - Refundings-Governmental funds
○	○	○		*	8-003-13-1	If the government has used an advance refunding transaction to **defease** debt, has it reported application of the refunding bond proceeds as an *other financing use – payment to refunded bonds escrow agent*?	GASB Cod. Sec. 1800.125	eGAAFR Chapter 23 - Refundings-Governmental funds
○	○	○			8-003-13-2	Has any amount paid from resources other than refunding bond proceeds been reported separately as an expenditure, rather than as an other financing use?	GASB Cod. Sec. 1800.125	eGAAFR Chapter 23 - Refundings-Governmental funds
○	○	○			8-003-14	If the government has used existing resources (cash and other monetary assets) for an in-substance defeasance of debt, has the government reported the application of the resources placed with the escrow agent as a debt service expenditure, rather than as an other financing use?	GASB Cod. Sec. D20.121-.123	eGAAFR Chapter 23 - Refundings-Governmental funds
						FINANCIAL SECTION **GOVERNMENTAL FUND FINANCIAL STATEMENTS** **STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND AND MAJOR SPECIAL REVENUE FUNDS**		
○	○	○		*	8-004-01	If the government has not presented required budgetary comparisons for the general fund and major special revenue funds with legally adopted annual or biennial budgets as RSI, are these comparisons presented as basic governmental fund financial statements?	GASB Cod. Sec. 2200, footnote 51	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○			8-004-02	Is the budgetary comparison titled a *statement* rather than a *schedule*?	GASB Cod. Sec. 2200, footnote 51	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○		*	8-004-03	Are separate budgetary comparisons included for the general fund and each annually budgeted major special revenue fund?	GASB Cod. Sec. 2200.206	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○		*	8-004-04	Has the government refrained from presenting budgetary comparisons for debt service funds, capital projects funds, permanent funds, and nonmajor special revenue funds (these budgetary comparisons must be presented elsewhere in the ACFR)?	GASB Cod. Sec. 2200.763-7-.763-8	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○		*	8-004-05	Does the budgetary comparison present the original budget?	GASB Cod. Sec. 2200.206	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○		*	8-004-06	Does the budgetary comparison statement present the final amended budget?	GASB Cod. Sec. 2200.206	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○			8-004-07	If there have been no amendments to the budget during the year, has the government presented only one budget column labeled "original and final budget"?	Certificate Program requirement	
○	○	○		*	8-004-08	Does the budgetary statement present actual data using the budgetary basis? For example, if notes indicate that encumbrances are treated as expenditures for budgetary purposes (unlike GAAP), then the amounts reported for actual expenditures in the budgetary comparison should not be the same as those reported in the governmental fund statement of revenues, expenditures, and changes in fund balances.	GASB Cod. Sec. 2200.206	eGAAFR Chapter 13 - Budgetary comparison statement
○	○	○			8-004-09	If the government has presented one or more variance columns, has it refrained from employing the terms *favorable* or *unfavorable* to describe them? Rather, the government should use neutral terms to describe the variances, such as *increase or decrease*.	Certificate Program requirement	eGAAFR Chapter 13 - Budgetary comparison statement
						FINANCIAL SECTION **PROPRIETARY FUND FINANCIAL STATEMENTS** **GENERAL CONSIDERATIONS**		
○	○	○	BTA	*	9-001-01	Has the government included only proprietary fund types (i.e., enterprise funds and internal service funds)?	GASB Cod. Sec. 1300.103	eGAAFR Chapter 4 - Proprietary funds
○	○	○	BTA	*	9-001-02	Is each major enterprise fund reported in a separate column? An enterprise fund that reports (1) more than ten percent of the total enterprise funds assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues, or expenses and (2) more than five percent of the combined total of governmental funds and enterprise funds for the same element (i.e., assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues, or expenditures/expenses) must be reported as a major fund. The criteria for determining whether a fund is major should be applied to the individual funds reported in the financial statements (i.e., the columns reported in the fund financial statements for governmental funds and enterprise funds and the combining financial statements for nonmajor governmental funds and enterprise funds). If a fund meets the criteria, then it must be reported as a major fund even if it is composed of several sub-funds for internal accounting purposes and those individual component units do not meet the major fund criteria. An alternative to reporting a fund consisting of various sub-funds as a major fund is to report each fund separately for external financial reporting purposes (as a major or nonmajor fund, as appropriate) or to combine the sub-funds in a manner that doesn't result in a fund that meets the criteria for reporting as a major fund. For external financial reporting purposes, a major fund consists of ONLY one fund. Only the nonmajor fund column can include more than one fund.	GASB Cod. Sec. 2200.171	eGAAFR Chapter 15 - Presentation of major and nonmajor enterprise funds
○	○	○	BTA	*	9-001-03	Are all nonmajor enterprise funds reported in a single column?	GASB Cod. Sec. 2200.171	eGAAFR Chapter 15 - Presentation of major and nonmajor enterprise funds
○	○	○	BTA	*	9-001-04	Is a combined total column presented for all enterprise funds?	GASB Cod. Sec. 2200.171	eGAAFR Chapter 15 - Presentation of major and nonmajor enterprise funds
○	○	○	BTA	*	9-001-05	If necessary, is a summary reconciliation provided that ties this total column and the related amount reported for *business-type activities* in the government-wide financial statements?	GASB Cod. Sec. 2200.195	eGAAFR Chapter 15 - Reconciliation to business-type activities
○	○	○	BTA	*	9-001-05-1	Does the reconciliation provided for the statement of revenues, expenses, and changes in net position focus on changes in net position?	GASB Cod. Sec. 2200.195	eGAAFR Chapter 15 - Reconciliation to business-type activities

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○	BTA		9-001-05-2	If aggregation in the summary reconciliation obscures the nature of the individual elements of a particular reconciling item, has the government provided more detail in the notes to the financial statements?	GASB Cod. Sec. 2200.195, .730-4	eGAAFR Chapter 15 - Reconciliation to business-type activities
○	○	○	BTA	✲	9-001-06	Is a single column reported for the internal service fund type?	GASB Cod. Sec. 2200.171	eGAAFR Chapter 15 - Major fund reporting
○	○	○	BTA		9-001-07	Does the government use an enterprise fund to account for an activity if: (1) the activity is financed with debt that is secured solely by a pledge of the net revenues from fees and charges of the activity; (2) laws or regulations require that all costs of providing services, including capital costs, be recovered from fees and charges; or (3) fees and charges are designed to recover the costs of the activity, including capital costs? Note: A enterprise fund that holds assets that meet the criteria to be reported in a custodial fund, but which are normally expected to be held for three months or less, is permitted to report the assets in the enterprise fund's statement of net position with a corresponding liability.	GASB Cod. Sec. 1300.109 GASB Cod. Sec. 2200.173	eGAAFR Chapter 4 - Proprietary funds eGAAFR Chapter 4 - Custodial funds
○	○	○	BTA		9-001-08	Has the government refrained from using an internal service fund to report activities in which the government itself is not the predominant participant?	GASB Cod. Sec. 1300.110	eGAAFR Chapter 4 - Proprietary funds
						FINANCIAL SECTION **PROPRIETARY FUND FINANCIAL STATEMENTS** **STATEMENT OF FUND NET POSITION/BALANCE SHEET – PROPRIETARY FUNDS**		
○	○	○	BTA	✲	9-002-01	Does the statement of net position include capital assets (including infrastructure assets and intangible assets) and all other long-term liabilities (e.g., compensated absences, claims and judgments, net pension/OPEB liabilities (enterprise fund's proportionate share), pollution remediation liabilities, nonexchange financial guarantees as the entity extending the guarantee) incurred in connection with the enterprise fund's activities?	GASB Cod. Sec. 2200.110e	eGAAFR Chapter 7 - Statement of financial position
○	○	○	BTA	✲	9-002-02	Is the statement of net position presented in a classified format, where assets and liabilities are classified as *current* and *long-term*?	GASB Cod. Sec. 2200.171	eGAAFR Chapter 15 - Classified presentation
○	○	○	BTA		9-002-03	Are assets restricted for the repayment of liabilities classified in the same category (i.e., current or long-term) as the liabilities they are restricted to repay?	GASB Cod. Sec. 2200.176, and footnote 32	eGAAFR Chapter 15 - Classified presentation
○	○	○	BTA		9-002-04	Are subtotals for current assets, noncurrent assets, deferred outflows, current liabilities, noncurrent liabilities, and deferred inflows included?	Certificate Program requirement	eGAAFR Chapter 19 - Government-wide statement of net position
○	○	○	BTA		9-002-05	Do proprietary funds report all debt that they are expected to repay from their own resources, even if the debt is general obligation in character?	GASB Cod. Sec. 1500.102	eGAAFR Chapter 23 - Proprietary fund debt
○	○	○	BTA		9-002-06	Are bond anticipation notes reported as current liabilities unless they meet the criteria for refinancing on a long-term basis?	GASB Cod. Sec. 2200.185	eGAAFR Chapter 30 - Bond anticipation notes
○	○	○	BTA		9-002-07	Are demand bonds reported as current liabilities unless a financing agreement exists that assures any "put" bonds can be refinanced on a long-term basis?	GASB Cod. Sec. D30.108	eGAAFR Chapter 23 - Demand bonds
○	○	○	BTA	✲	9-002-08	Is the difference between [assets + deferred outflows of resources] and [liabilities + deferred inflows of resources] reported as *net position*?	GASB Cod. Sec. 2200.174	eGAAFR Chapter 19 - Government-wide statement of net position
○	○	○	BTA	✲	9-002-08-1	Is total net position subdivided into the following categories, as appropriate: (1) net investment in capital assets, (2) restricted net position, and (3) unrestricted net position?	GASB Cod. Sec. 2200.174	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	✲	9-002-09	Is the amount reported as net investment in capital assets calculated correctly? Explanation: The government should calculate its net investment in capital assets using the following general formula: Capital assets (both tangible and intangible) reported in the column for that activity Less: Accumulated depreciation/amortization Less: Outstanding principal of capital-related borrowings (i.e. bonds, special assessment debt with government commitment, lease liabilities, subscription-based IT arrangement liabilities, public-private and public-public partnership arrangement liabilities) related to the government's own capital assets (limited to proceeds expended for capital purposes and **excluding unspent proceeds**) ("outstanding capital debt") Less: Debt used to refund capital-related borrowings (**excluding new debt issued in a crossover refunding** which does not take on the character of the existing debt that it will refund until the crossover date is reached. Accordingly, the new debt does not qualify as capital-related until the crossover date (i.e., the point at which the refunding occurs) Less: Any other (non-debt) capital related liabilities as of fiscal year end, including accounts payable and retainage payable Plus: Original issue discounts on outstanding capital debt Less: Original issue premiums on outstanding capital debt Plus: Capital-related deferred outflows of resources (such as a loss on refunding of outstanding capital debt) Less: Capital-related deferred inflows of resources (such as a gain on refunding of outstanding capital debt) _____ Equals: Net investment in capital assets Any fund reporting capital assets should report some portion of net position as net investment in capital assets, even if that amount is negative. The amount reported for the net investment in capital assets should not be greater than the amount of capital assets reported in the same fund. The debt used in the calculation of the net investment in capital assets should not be greater than the total debt reported in the fund that reports the amount. If the cash flow for principal and interest payments is reported as a cash flow for capital and related financing activities, then the amount of the debt proceeds that have been spent on capital assets should be included in the calculation of the net investment in capital assets.	GASB Cod. Sec. 2200.118	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	✲	9-002-09-1	Has the government refrained from reporting the liability and any deferred outflows and inflows of resources related to the unspent portion of a debt issuance in the net investment of capital assets component of net position? Explanation: The liability and any deferred outflows and inflows of resources related to the unspent portion of a debt issuance should be included in the same component of net position as the asset relating to the unspent proceeds (restricted or unrestricted net position). Reporting both within the same classification of net position prevents one classification from being overstated while another is understated by a similar amount.	GASB Cod. Sec. 2200.118, .708-10	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA		9-002-09-2	Note: Governments should also exclude the following from the calculation of net investment in capital assets: (1) Financial assets, including interfund loans. (2) Noncapital accrued liabilities (e.g., compensated absences, claims and judgments, landfill closure and postclosure costs). (3) Debt that was used to provide capital assets to another government (or a discretely presented component unit). (4) Debt to be repaid by one fund when the proceeds were used to acquire capital assets that another fund reports, and vice versa?	GASB Cod. Sec. 2200.709-10 GASB Cod. Sec. 2200.708-8 GASB Cod. Sec. 2200.708-12	eGAAFR Chapter 19 - Presentation of net position

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○	BTA		9-002-10	Does the amount reported as *restricted net position* reflect only amounts that are externally restricted (e.g., debt covenant, grant contract, law) or restricted by charter/ constitution or enabling legislation? *If a government has both permanently and temporarily restricted net position, the amount reported for restricted net position" should be divided between "nonexpendable" (i.e., permanently restricted) and "expendable" (i.e., temporarily restricted) amounts*	GASB Cod. Sec. 2200.119-.123	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	*	9-002-11	Is unrestricted net position calculated correctly?		eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	*	9-002-11-1	Has the government included the liability related to the unspent portion of a debt issuance in the same component of net position as the asset relating to the unspent proceeds?	GASB Cod. Sec. 2200.118 GASB Cod. Sec. 2200.708-10	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	*	9-002-11-2	Does the calculation of *unrestricted net position* include long-term debt used by the government to finance capital acquisition by other governments?	GASB Cod. Sec. 2200.124-.125, .708-12	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA		9-002-11-3	Does the calculation of unrestricted net position include the net position related to joint ventures?	GASB Cod. Sec. 2200.708-13	eGAAFR Chapter 19 - Presentation of net position
○	○	○	BTA	*	9-002-12	Has the government reported changes in the fair value of investments as part of *investment income* rather than a balance sheet item?	GASB Cod. Sec. I50.131	eGAAFR Chapter 21 - Investment-related income
						FINANCIAL SECTION **PROPRIETARY FUND FINANCIAL STATEMENTS** **STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION – PROPRIETARY FUNDS**		
○	○	○	BTA	*	9-003-01	Does the statement distinguish between operating and nonoperating revenues and expenses?	GASB Cod. Sec. 2200.191	eGAAFR Chapter 15 - Operating v. nonoperating
○	○	○	BTA		9-003-02	Has the government refrained from including taxes and grants within the operating category?	GASB Cod. Sec. 2200.193	eGAAFR Chapter 15 - Operating v. nonoperating
○	○	○	BTA		9-003-03	Is *operating income/loss* reported as a separate line item?	GASB Cod. Sec. 2200.191	
○	○	○	BTA		9-003-04	Are revenue and expense classifications sufficiently detailed to be meaningful?	Certificate Program requirement	
○	○	○	BTA	*	9-003-05	Has the government reported each of the following items separately: *capital contributions, additions to endowments, special items, extraordinary items,* and *transfers*?	GASB Cod. Sec. 2200.191	
						FINANCIAL SECTION **PROPRIETARY FUND FINANCIAL STATEMENTS** **STATEMENT OF CASH FLOWS – PROPRIETARY FUNDS**		
○	○	○	BTA	*	9-005-01	Does the statement categorize cash flows as follows: *cash flows from operating activities; cash flows from noncapital financing activities; cash flows from capital and related financing activities;* and *cash flows from investing activities*? For detailed information on cash flows and the specific categories, see the Codification section 2450. • Cash Flow from Operating Activities (.113-.116) • Cash Flow from Noncapital Financing Activities (.118-.120) • Cash Flow from Capital and Related Financing Activities (.121-.123) • Cash Flow from Investing Activities (.124-.126) Note: An enterprise fund that holds assets that meet the criteria to be reported in a custodial fund, but which are normally expected to be held for three months or less, is permitted to report the assets in the enterprise fund's statement of net position with a corresponding liability. The cash inflows and outflows for the activity, if significant, should be reported as separate categories as part of operating activities in the statement of cash flows.	GASB Cod. Sec. 2450.112 GASB Cod. Sec. 2200.173; 2450.117	eGAAFR Chapter 15 - Statement of cash flows-Focus eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-02	Are cash flows from operating activities reported by major classes of receipts and disbursements (at a minimum, reported separately for receipts from customers, receipts connected with interfund services provided, payments to suppliers of goods or services, payments to employees for services, and payments connected with interfund services used)?	GASB Cod. Sec. 2450.129	eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-03	Has the government refrained from including receipts and payments of interest as cash flows from operating activities (except in the case of program loans)?	GASB Cod. Sec. 2450.125c	eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-04	Has the government refrained from reporting capital disbursements as *cash flows from investing activities*?	GASB S9: 57a (non-authoritative, basis for conclusions)	eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-05	Are cash receipts and cash payments reported gross rather than net except for: (1) certain items whose turnover is quick, whose amounts are large, and with an original maturity of three months or less (e.g., certain investments, loans receivable, and debt); and (2) governmental enterprises whose assets for the most part are highly liquid investments and that have little or no debt outstanding during the year?	GASB Cod. Sec. 2450.109-.111	eGAAFR Chapter 15 - Statement of cash flows-Gross v. net reporting
○	○	○	BTA		9-005-06	Can the amount reported as cash and cash equivalents at the end of the year be easily traced to a similarly titled account or accounts on the statement of fund net position/ balance sheet?	GASB Cod. Sec. 2450.105	eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-07	Is the statement accompanied by a schedule that reconciles *operating income* and *cash flows from operating activities* (presented either on the face of the statement itself or on the following page)?	GASB Cod. Sec. 2450.104	eGAAFR Chapter 15 - Statement of cash flows-Format
○	○	○	BTA		9-005-08	Is the statement accompanied by information (in narrative or tabular form) concerning investing, capital, or financing activities of the year that affected recognized assets or liabilities but did not result in cash flows (e.g., acquisition of a capital asset by means of a lease)?	GASB Cod. Sec. 2450.133	eGAAFR Chapter 15 - Statement of cash flows-Format
						FINANCIAL SECTION **FIDUCIARY FUND FINANCIAL STATEMENTS** **GENERAL CONSIDERATIONS**		
○	○	○		*	10-001-01	Has the government included only fiduciary fund types of the primary government and fiduciary component units - pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and custodial funds? Note: The government should not report expendable or nonexpendable trust funds as a fiduciary fund type.	GASB Cod. Sec. 2200.197; 1300.102c	eGAAFR Chapter 16 - Types of fiduciary funds

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	10-001-02	Has the government refrained from reporting more than one column for any fund type ? A combining statement should be presented in the supplemental information section of the ACFR to support a column if more than one fund is included. Note: Custodial funds can have two columns. External investment pools reported as custodial funds should be reported as a separate external investment pool fund column under the custodial funds classification.	GASB Cod. Sec. 2200.197 GASB Cod. Sec. 1300.115	eGAAFR Chapter 17 - Fund-type columns
○	○	○		*	10-001-03	Has the government refrained from reporting activities that do not meet the criteria of a fiduciary activity?	GASB Cod. Sec. 1300.112-.115	eGAAFR Chapter 16 - The proper use of fiduciary funds
○	○	○		*	10-001-04	If the government holds resources in a GASB postemployment benefit trust (i.e. defined benefit pension/OPEB plans, defined contribution pension/OPEB plans, or other employee benefit plans) does the government use a pension (and other employee benefit) trust fund for that purpose? Note: If the government sponsors an investment pool in which outside parties participate or maintains individual investment accounts for outside parties, the government should report this activity in an investment trust fund (if held in a GASB other fiduciary trust) or in a custodial fund.	GASB Cod. Sec. 1300.112 - .113	eGAAFR Chapter 4 - Fiduciary funds
○	○	○		*	10-001-05	If the government reports an investment trust fund, has the government refrained from including any of its own resources in that fund?	GASB Cod. Sec. I50.132, .136	eGAAFR Chapter 4 - Fiduciary funds
○	○	○			10-001-06	Has the government refrained from reporting a total column for all fund types in the fiduciary fund statements?	Certificate Program requirement	eGAAFR Chapter 17 - Absence of a total column
						FINANCIAL SECTION **FIDUCIARY FUND FINANCIAL STATEMENTS** **STATEMENT OF FIDUCIARY NET POSITION**		
○	○	○			10-002-01	Are assets reported by major category?		
○	○	○			10-002-01-1	For pension (and other employee benefit) trust funds, are the principal subdivisions of receivables and investments reported?	GASB Cod. Sec. Pe5.113; Po50.115	eGAAFR Chapter 17 - Level of detail for presenting assets of pension and OPEB plans
○	○	○			10-002-02	Is the difference between [assets + deferred outflows of resources] and [liabilities + deferred inflows of resources] reported as *net position* ?	GASB Cod. Sec. 2200.198	eGAAFR Chapter 17 - Statement of fiduciary net position-Net position format
○	○	○			10-002-02-1	If a pension and OPEB plan is reported, is an appropriate amount identified as net position restricted for pensions and a separate line with an amount restricted for OPEB?	GASB Cod. Sec. Pe5.119; Po50.121	eGAAFR Chapter 17 - Presentation of net position
○	○	○			10-002-02-2	If the government uses an investment trust fund to account for an external investment pool that the government sponsors, is an appropriate amount identified as net position restricted for *pool participants* ?	GASB Cod. Sec. I50.136	eGAAFR Chapter 17 - Presentation of net position
○	○	○			10-002-03	Has the government refrained from reporting the entire amount of a total or net pension/OPEB liability in a pension (and other employee benefit) trust fund?	GASB Cod. Sec. Pe5.118; Po50.120	eGAAFR Chapter 16 - Liabilities
						FINANCIAL SECTION **FIDUCIARY FUND FINANCIAL STATEMENTS** **STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**		
○	○	○			10-003-01	Is the statement segregated into two sections: *additions* and *deductions* ?	GASB Cod. Sec. 2200.199	eGAAFR Chapter 17 - Statement of changes in fiduciary net position
○	○	○			10-003-02	For *pension (and other employee benefit) trust funds* , are additions classified into the following four categories, as appropriate:*employer contributions* , *plan member contributions* , *contributions from nonemployer contributing entities* , and *net investment income* ?	GASB Cod. Sec. Pe5.120; Po50.122	eGAAFR Chapter 17 - Statement of changes in fiduciary net position
○	○	○			10-003-03	Is investment-related expense reported as a separate line item that reduces investment income (instead of as a deduction)?	GASB Cod. Sec. 2200.199; Pe5.122; Po50.124	eGAAFR Chapter 17 - Reporting investment activity
○	○	○			10-003-04	Has the government refrained from reporting realized investment gains or losses separately from unrealized investment gains and losses?	GASB Cod. Sec. I50.131	eGAAFR Chapter 17 - Reporting investment activity
○	○	○			10-003-05	For pension (and other employee benefit) trust funds, does the deductions section include separate amounts for (1) benefits and refunds paid to plan members and beneficiaries, and (2) total administrative expenses?	GASB Cod. Sec. 2200.199; Pe5.123; Po50.125	eGAAFR Chapter 36 - Statement of changes in fiduciary net position
						FINANCIAL SECTION **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (SSAP)**		
○	○	○		*	11-001-01	Does the government present an SSAP either as the first of the notes to the financial statements or as a separate item immediately preceding the notes? Among other matters, the SSAP should address any of the following situations: (1) the selection of an accounting treatment when GAAP permit more than one approach, (2) accounting practices unique to state and local governments, and (3) unusual or innovative applications of GAAP.	GASB Cod. Sec. 2300.106a, .113	eGAAFR Chapter 29 - Introduction
○	○	○			11-001-02	If the government reports any fiduciary funds or fiduciary-type component units, does the SSAP disclose the omission of these funds and component units from the government-wide financial statements?	GASB Cod. Sec. 2300.106a(1)	eGAAFR Chapter 29 - Description of the government-wide financial statements (exclusion of fiduciary activities and similar component units)
○	○	○			11-001-03	Does the SSAP discuss the financial reporting entity? If so, does that discussion include: (1) A description of the component units included in the financial reporting entity? (2) A description of the relationship between component units and the primary government? (3) A discussion of the rationale for including individual component units in the financial reporting entity? (4) A discussion of how individual component units are reported (i.e., blended, discretely presented, or as a fiduciary fund)? (5) Information on how to obtain the separately issued financial statements of component units?	GASB Cod. Sec. 2300.106a(2)	eGAAFR Chapter 29 - A brief description of the component units of the financial reporting entity and their relationships to the primary government
○	○	○			11-001-04	If the government itself is a component unit, does the SSAP identify the primary government and describe the nature of the relationship? *The SSAP also should disclose the relationship that exists between the government and any "related organizations" (i.e., organizations for which the government appoints the voting majority of the board members, but does not have either: 1) the ability to impose its will on the organization or 2) a relationship of financial benefit or burden with the organization).*	GASB Cod. Sec. 2300.107q	eGAAFR Chapter 29 - A brief description of the component units of the financial reporting entity and their relationships to the primary government
○	○	○			11-001-05	Has the government disclosed if it is composed solely of one or more funds of some other government (other than a component unit), and the nature of that relationship (e.g., an enterprise fund or a departmental report).	Certificate Program requirement	

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○	BTA		11-001-06	If the ACFR is for an enterprise fund (rather than a component unit) of a primary government, do the notes disclose the primary government of which the enterprise fund is an integral part and the fund's relationship to the primary government? Explanation: In cases where an enterprise fund that is not a component unit produces its own ACFR, it is Certificate of Achievement Program policy that the notes to the financial statements include a statement such as "the (name of stand-alone enterprise fund) is an enterprise fund of the (name of primary government)."	Certificate Program requirement	
○	○	○			11-001-07	Does the SSAP disclose the measurement focus and basis of accounting used in preparing the government-wide financial statements?	GASB Cod. Sec. 2300.106a(4)	eGAAFR Chapter 29 - Basis of accounting
○	○	○			11-001-08	Does the SSAP disclose when revenue is considered to be susceptible to accrual in governmental funds?	GASB Cod. Sec. 1600.106	eGAAFR Chapter 29 - Basis of accounting
○	○	○			11-001-09	Does the SSAP specifically identify the availability period used for revenue recognition?	GASB Cod. Sec. 2300.106a(5)	eGAAFR Chapter 29 - Basis of accounting
○	○	○			11-001-09-1	Does the SSAP specify the availability criterion for major revenue sources (property taxes, sales taxes, grants, etc.)? Governments should consider using a uniform availability period for governmental revenues. However, in situations when the government wishes to extend the availability period in connection with expenditure-driven grants, consider retaining the shorter availability period for all other revenues.	Certificate Program requirement	eGAAFR Chapter 29 - Basis of accounting
○	○	○			11-001-10	If property taxes are a major revenue source, does the SSAP provide information on the property tax calendar (i.e., lien dates, levy dates, due dates, and collection dates)?	GASB Cod. Sec. P70.108	eGAAFR Chapter 29 - Property tax revenue recognition
○	○	○			11-001-11	Does the SSAP describe the government's policy for eliminating internal activity in the government-wide statement of activities (i.e., how the government distinguishes overhead costs [which are eliminated in the process of consolidation] from interfund services provided and used between functions [which are not eliminated in the process of consolidation])?	GASB Cod. Sec. 2300.106a(6)	eGAAFR Chapter 29 - Policy for eliminating internal activity
○	○	○			11-001-12	Does the SSAP address the government's accounting policies for capital assets? If so does the SSAP: (1) Disclose the capitalization threshold(s) for capital assets? (2) Disclose the method(s) used to calculate depreciation and amortization expense? (3) Disclose the estimated useful lives of capital assets in sufficient detail to be meaningful (e.g., separately for each major class of capital assets)?	GASB Cod. Sec. 2300.106a(8)	eGAAFR Chapter 29 - Capitalization policy, estimated useful lives of capital assets
○	○	○			11-001-12-1	If the government has elected to use the modified approach for one or more networks or subsystems of infrastructure assets, does the SSAP describe the modified approach?	GASB Cod. Sec. 2300.106a(8)	eGAAFR Chapter 29 - Description of the modified approach for reporting infrastructure assets
○	○	○			11-001-13	Does the SSAP describe the types of transactions that are reported as program revenues?	GASB Cod. Sec. 2300.106a(9)	eGAAFR Chapter 29 - Types of transactions included in program revenues in the government-wide statement of activities
○	○	○			11-001-14	If the government has allocated indirect costs without using a separate column in the government-wide statement of activities (i.e., because the allocation is automatic and not significant), does the SSAP disclose the fact that certain indirect costs are included in the program expense reported for individual functions and activities?	GASB Cod. Sec. 2200.131; 2300.106a(9)	eGAAFR Chapter 29 - Policy for allocating indirect expense to functions in the government-wide statement of activities
○	○	○			11-001-15	Does the SSAP disclose the government's policy for defining *operating* and *nonoperating* revenues and expenses in proprietary funds?	GASB Cod. Sec. 2300.106a(10)	eGAAFR Chapter 29 - Policy for defining operating revenues and operating expenses in proprietary fund statements of revenues, expenses, and changes in net position
○	○	○			11-001-16	If cash flows reporting focuses on both cash and cash equivalents, does the SSAP define *cash equivalents*?	GASB Cod. Sec. 2300.106a(11)	eGAAFR Chapter 29 - Definition of cash and cash equivalents
○	○	○			11-001-17	Does the SSAP indicate how investments are valued?	GASB Cod. Sec. I50	eGAAFR Chapter 29 - Disclosure of valuation bases
○	○	○			11-001-18	Does the SSAP disclose the method used to report inventories and prepaids in governmental funds (i.e., consumption method or purchases method)?	GASB Cod. Sec. 2300.904 1-C	eGAAFR Chapter 29 - Disclosure of valuation bases
○	○	○			11-001-19	Does the SSAP disclose how inventories are valued (i.e., at cost in governmental funds, otherwise at lower of cost or market)?	GASB Cod. Sec. 2300.106a(7)	eGAAFR Chapter 29 - Disclosure of valuation bases
○	○	○			11-001-19-1	Does the SSAP disclose the method used to determine the cost of inventories (i.e., specific identification; weighted average; first-in, first-out; last-in, first out)?	GASB Cod. Sec. 2300.106a(7)	eGAAFR Chapter 29 - Disclosure of valuation bases
○	○	○			11-001-20	If the government reports donated works of art, similar items, or capital assets received pursuant to a service concession arrangement, does the SSAP disclose that such items have been valued at *acquisition value* (rather than at *fair value*)?	GASB Cod. Sec. 2300.119	eGAAFR Chapter 29 - Disclosure of valuation bases
○	○	○			11-001-21	If the government presents major governmental funds or major enterprise funds, does the SSAP disclose the activities reported in those funds?	GASB Cod. Sec. 1300.127; 2300.106a(3)	eGAAFR Chapter 29 - Descriptions of activities accounted for in the major funds, internal service fund type, and fiduciary fund types
○	○	○			11-001-21-1	Except for the general fund, is this description specific to the government rather than generic?	GASB Cod. Sec. 1300.127	eGAAFR Chapter 29 - Descriptions of activities accounted for in the major funds, internal service fund type, and fiduciary fund types
○	○	○			11-001-21-2	If applicable, do the notes disclose the purpose for each major special revenue fund, including the revenues and other resources that are reported in each of those funds?	GASB Cod. Sec. 1300.105	eGAAFR Chapter 29 - Descriptions of activities accounted for in the major funds, internal service fund type, and fiduciary fund types
○	○	○			11-001-22	If the government presents internal service funds or fiduciary funds, does the SSAP disclose the activities reported in those fund types? Note: The description should be specific to the government rather than generic.	GASB Cod. Sec. 2300.106a(3)	eGAAFR Chapter 29 - Descriptions of activities accounted for in the major funds, internal service fund type, and fiduciary fund types
○	○	○			11-001-23	Does the SSAP disclose the flow assumption used to determine the order in which restricted and unrestricted resources will be used in the government-wide and the proprietary fund statements (e.g., restricted resources will be depleted prior to use of unrestricted resources)? If both restricted and unrestricted resources may be used for the same purpose (such as construction project or school programs), the SSAP should disclose the flow assumption used. Note: The notes should disclose the amount of restricted net position that is reported as such because of restrictions imposed by enabling legislation.	GASB Cod. Sec. 2300.106a(12); 1800.157b	eGAAFR Chapter 29 - Policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both are available, affecting the balances of restricted and unrestricted net position

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			11-001-24	Do the notes disclose whether the government considers restricted amounts or unrestricted amounts (i.e., the total of committed, assigned, and unassigned fund balance) to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available in a governmental fund?	GASB Cod. Sec. 1800.183c	eGAAFR Chapter 29 - Policy regarding whether to first apply restricted or unrestricted resources when expenditures are incurred in governmental funds for purposes for which both are available, as well as the policy for applying the various components of unrestricted fund balance
○	○	○			11-001-25	Does the SSAP disclose whether committed, assigned, or unassigned amounts are considered to have been spent when expenditures are incurred in a governmental fund for purposes for which amounts in any of those unrestricted fund balance classifications could be used?	GASB Cod. Sec. 1800.183c	eGAAFR Chapter 29 - Policy regarding whether to first apply restricted or unrestricted resources when expenditures are incurred in governmental funds for purposes for which both are available, as well as the policy for applying the various components of unrestricted fund balance
○	○	○			11-001-26	If the government reports a portion of fund balance as committed, does the SSAP disclose (1) the government's highest level of decision-making authority and (2) the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment?	GASB Cod. Sec. 1800.183a	eGAAFR Chapter 29 - Fund balance disclosures
○	○	○			11-001-27	If the government reports a portion of fund balance as assigned, does the SSAP disclose (1) the body or official authorized to assign amounts to a specific purpose and (2) the policy established by the governing body pursuant to which that authorization is given?	GASB Cod. Sec. 1800.183b	eGAAFR Chapter 29 - Fund balance disclosures
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **BUDGET INFORMATION**		
○	○	○			12-090-01	If the government presents required budgetary comparisons as basic governmental fund financial statements, do the notes disclose the basis of budgeting?	GASB Cod. Sec. 2300, footnote 2; 2400.103	eGAAFR Chapter 29 - Budgetary basis of accounting
○	○	○			12-090-02	If the basis of budgeting differs from GAAP, is a sufficiently detailed reconciliation provided in the notes (if not presented on the face of the statement)? Explanation: GAAP describe four categories of budget-versus-actual differences: basis differences, timing differences, perspective differences, and entity differences. [COD 2400.109-.119] These categories provide the *minimum level of detail* required by GAAP. That is, if a fund had items from each of these categories, the reconciliation would need to present at least four reconciling amounts. *If the government presents required budgetary comparisons as a basic governmental fund financial statement, the notes should disclose excesses of expenditures over appropriations in the general fund and annually budgeted major special revenue funds.* *Regardless of whether the government presents required budgetary comparisons as basic governmental fund financial statements or as RSI, the notes to the financial statements should disclose any material violations of the budget.*	GASB Cod. Sec. 2300, footnote 2; 2400.103-.104	eGAAFR Chapter 29 - Budgetary basis of accounting
○	○	○			12-090-03	Has the government refrained from referring to unaudited data in the note disclosures?	Certificate Program requirement	eGAAFR Chapter 30 - Introduction
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **CASH AND INVESTMENTS**		
○	○	○			12-100-00	A detailed description of the required disclosures for cash and investments can be found in GASB Cod. sections C20 and I50, respectively.		
○	○	○			12-100-01	Do the notes disclose the legal and contractual provisions governing cash deposits with financial institutions? Note: The notes should disclose material violations of these provisions.	GASB Cod. Sec. C20.103, .106	eGAAFR Chapter 30 - Assets-Legal and contractual provisions governing deposits
○	○	○			12-100-02	Do the notes disclose the government's policies associated with deposits, if applicable, for (1) custodial credit risk and (2) foreign currency risk (if applicable), or indicate that it does not have such a policy?	GASB Cod. Sec. C20.109	eGAAFR Chapter 30 - Assets-Policies governing deposits
○	○	○			12-100-03	Do the notes disclose the amounts of bank deposit balances exposed to custodial credit risk in one or more of the three categories (1) uncollateralized, (2) collateralized with securities held by the pledging financial institution, or (3) collateralized with securities held by the pledging financial institution's trust department or agent but not in the depositor-government's name?	GASB Cod. Sec. C20.107	eGAAFR Chapter 30 - Assets-Exposure to custodial credit risk as of the reporting date
○	○	○			12-100-04	If applicable, do the notes disclose the amount of bank deposit balances exposed to foreign currency risk in U.S. dollars, organized by currency denomination?	GASB Cod. Sec. C20.108	eGAAFR Chapter 30 - Assets-Exposure to foreign currency risk
○	○	○			12-100-05	If the government participates in an external investment pool and the pool is not registered with the Securities and Exchange Commission, do the notes disclose the nature of any regulatory oversight of the pool and state whether the fair value of its position in the pool is the same as the value of the pool shares?	GASB Cod. Sec. I50.143b	eGAAFR Chapter 30 - Assets-Participation in external investment pools
○	○	○			12-100-06	If the government has elected to separately disclose realized and unrealized gains and losses on investments in the notes, has it indicated (1) that the calculation of realized gains and losses is independent of the calculation of the change in the fair value of investments, and (2) that realized gains and losses of the current year include unrealized amounts from prior years?	GASB Cod. Sec. I50.144	eGAAFR Chapter 30 - Assets-Information on realized gains and losses (optional)
○	○	○			12-100-07	Do the notes disclose (1) the legal and contractual provisions governing investments, including any significant violations during the period (if applicable)?	GASB Cod. Sec. I50.149-.150	eGAAFR Chapter 30 - Assets-Legal and contractual provisions governing investments
○	○	○			12-100-08	Do the notes disclose the government's policies associated with investments, if applicable, for (1) credit risk, (2) custodial credit risk, (3) concentration of credit risk, (4) interest rate risk and (5) foreign currency risk (if applicable), or indicate that it does not have such a policy?	GASB Cod. Sec. I50.151	eGAAFR Chapter 30 - Assets-Policies governing investments
○	○	○			12-100-09	For credit risk, do the notes disclose the credit ratings (or explain that credit ratings are not available) for investments in debt securities (other than debt issued by or explicitly guaranteed by the U.S. government), as well as for positions in external investment pools, money market funds, bond mutual funds, and other pooled investments of fixed-income securities?	GASB Cod. Sec. I50.152	eGAAFR Chapter 30 - Assets-Exposure to credit risk
○	○	○			12-100-10	Do the notes disclose information regarding custodial credit risk and any investments that are exposed to custodial risk? If the government is exposed to custodial credit risk for its investments evidenced by securities at year end because they are neither insured nor registered and they are held by either 1) the counterparty or 2) the counterparty's trust department or agent but not in the system's (pool's) name, the notes should disclose the amount of investments exposed to custodial credit risk, indicate that they are neither insured nor registered, and explain how they are exposed to custodial credit risk.	GASB Cod. Sec. I50.153	eGAAFR Chapter 30 - Assets-Exposure to custodial credit risk as of the reporting date

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			12-100-11	For concentration risk, do the notes disclose concentrations of 5 percent or more of the government's net investments in securities of a single organization (other than those issued or explicitly guaranteed by the U.S. government, as well as investments in mutual funds, external investment pools, and other pooled investments).	GASB Cod. Sec. I50.154	eGAAFR Chapter 30 - Assets-Concentration risk
○	○	○			12-100-12	Do the notes use one of five approved methods (i.e., segmented time distribution, specific identification, weighted average maturity, duration, or simulatio model) to disclose interest rate risk for positions in fixed-rate debt securities?	GASB Cod. Sec. I50.155	eGAAFR Chapter 30 - Assets-Interest-rate risk
○	○	○			12-100-13	Do the notes disclose the fair value for investments as of the end of the reporting year by fair value hierarchy (level 1, 2 or 3), a description of the valuation techniques, and if there has been a change in valuation techniques that had a significant impact during the year?	GASB Cod. Sec. I50.141	eGAAFR Chapter 30 - Assets-Fair value measurement
○	○	○			12-100-14	For investments in entities that (1) calculate the NAV per share, (2) do not have a readily determinable fair value, and (3) are measured at fair value on a recurring or nonrecurring basis (alternative investments), has the government made the additional disclosures for the nature and risks of the investments and if it is probable the investments will be sold at amounts different than the NAV?	GASB Cod. Sec. I50.142	eGAAFR Chapter 30 - Assets-Investments reported at NAV per share
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **INVESTMENT POOLS (EXTERNAL)**		
○	○	○			12-110-01	For qualifying external investment pools that measure their investments at amortized cost, has the government presented the disclosures required for fair value measurements (GASB Cod. Sec. I50.140-.142) as they relate to the disclosures of the fair value of investments required by In5.103f; and has the government disclosed the presence of any limitations or restrictions on participant withdrawals?	GASB Cod. Sec. In5.141	eGAAFR Chapter 30 - Assets-Participation in external investment pools
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **CAPITAL ASSETS**		
○	○	○			12-120-01	Do the notes furnish information on the primary government's capital assets? If so, do the notes: 1) Contain all required information separately for each major class of capital assets? 2) Report capital assets associated with governmental activities separately from capital assets associated with business-type activities? 3) Report nondepreciable capital assets separately from depreciable capital assets? 4) Present accumulated depreciation as a separate item? 5) Disclose changes in capital asset balances (including accumulated depreciation/amortization) during the year? 6) Disclose the amount of depreciation/amortization charged to each governmental function and business-type activity during the year in the government-wide statement of activities?	GASB Cod. Sec. 2300.117-.118	eGAAFR Chapter 30 - Assets-Capital assets
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **DERIVATIVE INSTRUMENTS**		
○	○	○			12-150-00	Explanation: Disclosure about derivative instruments should be organized by governmental activities, business-type activities, and fiduciary funds. Further the information should then be divided into the following categories – hedging derivative instruments (distinguishing between fair value hedges and cash flow hedges) and investment derivative instruments. Within each category, derivative instruments should be aggregated by type (for example, receive-fixed swaps, pay-fixed swaps, swaptions, rate caps, basis swaps, and futures contracts). The disclosure of the above information may be in a columnar display, narrative form, or a combination of both. For governments that have implemented GASB Statement No. 99, Omnibus 2022, paragraph 8, information should be divided into the categories of hedging derivatives, investment derivatives and **other derivatives** (derivative instruments that are not hedging derivatives nor investment derivatives).	GASB Cod. Sec. D40.169 GASBS 99, P8	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-01	Do the notes furnish information on the primary government's derivative instruments, including: 1) A summary of derivative instrument activity during the reporting year and the balances at the end of the reporting year, 2) Notional amount, 3) Changes in fair value during the reporting year and the classification in the financial statements where those changes in fair value are reported, 4) Fair values as of the end of the reporting year and the classification in the financial statements where those fair values are reported, and 5) Fair values of derivative instruments reclassified from a hedging derivative instrument to an investment derivative instrument during the reporting year?	GASB Cod. Sec. D40.169	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-02	Do the notes make disclosures about hedging derivative instruments, including the objectives for entering into those instruments, the terms, significant terms and risks?	GASB Cod. Sec. D40.170-.174	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-03	If the hedged item in the arrangement is a debt obligation, do the notes disclose the hedging derivative instrument's net cash flows, based on the debt service requirements to maturity for debt and lease obligations?	GASB Cod. Sec. D40.175	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-04	If the government uses a method other than consistent critical terms, synthetic instrument, dollar-offset, or regression analysis to evaluate hedge effectiveness, do the notes include the following information: 1) The identity and characteristics of the method used, 2) The range of critical terms the method tolerates, and 3) The actual critical terms of the hedge?	GASB Cod. Sec. D40.176	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-05	Are investment derivative instruments reported as of the end of the fiscal year? If so, do the disclosures include information about each of the applicable risks (credit, interest rate, and foreign currency)?	GASB Cod. Sec. D40.177	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-06	Are the applicable disclosures made for derivative instruments held at the end of the fiscal year that contain contingent features (such as a government's obligation to post collateral if the credit quality of the government's hedgeable item declines)?	GASB Cod. Sec. D40.178	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-07	If a government reports a hybrid instrument, are disclosures of the companion instrument made consistent with disclosures required of similar transactions?	GASB Cod. Sec. D40.179	eGAAFR Chapter 30 - Assets-Derivative instruments
○	○	○			12-150-08	If Synthetic Guaranteed Investment Contracts (SGICs) are held as of the end of the reporting year that are fully benefit-responsive, are the following disclosures made: 1) A description of the nature of the SGIC and 2) The SGIC's fair value (including separate disclosure of the fair value of the wrap contract and the fair value of the corresponding underlying investments)?	GASB Cod. Sec. D40.180	eGAAFR Chapter 30 - Assets-Synthetic guaranteed investment contracts
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **DEBT (Bonds, Leases, SBITAs, PPPs)**		
○	○	○			12-200-01	Do the notes furnish information on the primary government's long-term debt and other liabilities?	GASB Cod. Sec. 2300.117, .120	eGAAFR Chapter 30 - Liabilities-Long-term debt
○	○	○			12-200-02	Do the notes provide all required information separately for each major class of long-term liabilities?	GASB Cod. Sec. 2300.117	

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			12-200-03	Do the notes report long-term liabilities associated with *governmental activities* separately from long-term liabilities associated with *business-type activities* ?	GASB Cod. Sec. 2300.117	
○	○	○			12-200-04	Do the notes report separately the portion of each long-term liability type that is due within one year of the date of the statement of net position (e.g., bonds, leases, compensated absences)?	GASB Cod. Sec. 2300.120c	eGAAFR Chapter 30 - Liabilities-Schedule of long-term liabilities
○	○	○			12-200-05	Do the notes disclose which governmental funds typically have been used in prior years to liquidate long-term liabilities other than debt, including compensated absences, pensions and OPEB?	GASB Cod. Sec. 2300.120d	eGAAFR Chapter 30 - Liabilities-Schedule of long-term liabilities
○	○	○			12-200-06	Do the notes disclose changes in long-term liability balances during the year (increases and decreases reported separately)? Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. 2300.120a-b GASB Cod. Sec. 2300.124	eGAAFR Chapter 30 - Liabilities-Schedule of long-term liabilities
○	○	○			12-200-07	Do the notes address the detail of individual long-term debt issues? If so, do the notes disclose: (1) The purpose for which debt was issued? (2) The original amount of the debt? (3) The type of debt (e.g., general obligation bonds, revenue bonds)? (4) If applicable, summary of related bond covenants? (5) The amounts of installments? (6) The interest rate? (7) The range of maturities? (8) Address the applicability of federal arbitrage regulations? Note: If the number of individual issues outstanding makes disclosure for each issue impractical, a government may provide the above information only for long-term debt issued in the current year.	Certificate Program requirement GASB Cod. Sec. 2300.901.III.B8	eGAAFR Chapter 30 - Liabilities-Description of individual bond issues outstanding
○	○	○			12-200-08	Do the notes disclose debt service to maturity for all outstanding debt ***(excluding leases)*** ? If so, does the disclosure address the following items? (In the case of variable-rate debt, the interest rate in effect at the financial statement date should be used to calculate the interest component of debt service payments.) (1) Does the disclosure present debt service payments separately for each of the next five years? (2) Are the principal and interest components of debt service presented separately? (3) At a minimum, are debt service payments for subsequent years reported in five-year increments? (4) If the government has variable rate debt outstanding, do the notes disclose the terms by which interest rates change? Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. 1500.129	eGAAFR Chapter 30 - Liabilities-Debt service requirements to maturity
○	○	○			12-200-09	Do the notes disclose the following, if applicable: (1) Amount of unused lines of credit (2) Assets pledged as collateral for debt (3) Terms specified in debt agreements related to significant (1) events of default with finance-related consequences, (2) termination events with finance related consequences, and (3) subjective acceleration clauses. Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. 1500.130	eGAAFR Chapter 30 - Liabilities-Bonds authorized but unissued and unused lines of credit, Collateral for debt, Significant terms in debt agreements
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **LEASES**		
○	○	○			12-210-01	If the government is a **lessee** in a lease contract, are following disclosures made, if applicable? (1) General description of the lease? This would include any variable payments or residual value guarantees not included in the lease liability. (2) Total amount of underlying lease assets by major classes and the related accumulated depreciation? (3) Total amount of payments made for variable and other payments (i.e. residual value guarantees, termination penalties) not included in the lease liability? (4) Principal and interest payments to be made, presented separately, for each of the next five years individually and in five-year increments thereafter? (5) Any commitments under leases before the lease term commences? (6) Any impairment losses and any related change in lease liability? (7) If the government lessee subleases the underlying asset, is a description of the sublease included in the general description of the lease? (Note: the lessee transactions should be disclosed separately from lessee transactions). (8) If the government is a seller-lessee in a sales lease back transaction, has the government disclosed the terms and conditions of sale-leaseback, in addition to items 1-6 above? (9) If the government is in a lease-leaseback transaction, has the government disclosed the amounts of the lease and the leaseback separately in the notes to financial statements?	GASB Cod. Sec. L20.134-.135	eGAAFR Chapter 30 - Liabilities-Lease obligations
○	○	○			12-210-02	If the government is a **lessor** in a lease contract, are following disclosures made, if applicable? (1) General description of the lease? This would include any variable payments or residual value guarantees not included in the lease receivable. (2) Total amount received, principal and interest, from leases, if the amount cannot be determined from the financial statements? (3) Total amount of payments received for variable and other payments (i.e. residual value guarantees, termination penalties) not included in the lease receivable? (4) The existence, terms, and conditions of options by the lessee to terminate the lease or abate payments if the lessor government has issued debt for which the principal and interest payments are secured by the lease payments? (5) If leasing is one of the government's principal operations, has it disclosed principal and interest to be received, presented separately, for each of the next five years individually and in five-year increments thereafter? (6) If the government is leasing an asset reported as investment, did it only disclose item 4 above? (7) If the government lessee subleases the underlying asset, did it make the disclosures listed above for government lessor? (Note: the lessor transactions should be disclosed separately from lessee transactions). (8) If the government is a seller-lessee in a sales lease back transaction, has the government disclosed the terms and conditions of sale-leaseback, in addition to items 1-6 above? (9) If the government is in a lease-leaseback transaction, has the government disclosed the amounts of the lease and the leaseback separately in the notes to financial statements? (10) If leasing assets is a governments principal ongoing operation (as a lessor), is a schedule of future payments separating principal and interest for each of the next five years and in five-year increments thereafter included?	GASB Cod. Sec. L20.154-.156	eGAAFR Chapter 30 - Assets-Lease receivables

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			12-210-03	If the government is a **lessor** in a **regulated lease** agreement, are following disclosures made, if applicable? (1) General description of the lease agreement? (2) The extent to which capital assets are subject to preferential or exclusive use by counterparties under agreements, by major class of assets and by major counterparty? (3) Total amount received, principal, interest and other lease-related inflows, from agreements, if the amount cannot be determined from the financial statements. (4) A schedule of expected future minimum payments to be received for each of the next five years individually and in five-year increments thereafter? (5) Total amount of payments recognized for variable payments not included in expected future minimum payments? (6) The existence, terms, and conditions of options by the lessee to terminate the lease or abate payments if the lessor government has issued debt for which the principal and interest payments are secured by the lease payments?	GASB Cod. Sec. L20.157	eGAAFR Chapter 30 - Assets-Lease receivables
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **PUBLIC-PRIVATE AND PUBLIC-PUBLIC PARTNERSHIPS AND AVAILABILITY PAYMENT ARRANGEMENTS (GASB 94).** **GASB Statement No. 94, Public-Private And Public-Public Partnerships And Availability Payment Arrangements (PPP), is effective for fiscal years beginning after June 15, 2022.**		
○	○	○			12-211-01	If the government is a **transferor** in a PPP arrangement, are following disclosures made, if applicable? (1) General description of the PPP arrangement? This would include any variable payments not included in the PPP receivable for installment payments, and status of construction projects. (2) Nature and amounts of PPP-related assets and deferred inflows of resources in the financial statements? (3) Total amount of payments received for variable and other payments (i.e. residual value guarantees, termination penalties) not included in the PPP receivable for installment payments? (4) The discount rate(s) used for the determination of the receivable for installment payments? (5) The nature and extent of the rights retained by the transferor or granted to the operator? (6) Identification, duration, and significant contract terms of any guarantees and/or commitments associated with the PPP arrangement, if any exist in the reporting period.	GASBS 94, P35-36	eGAAFR Chapter 30 - Public-Private And Public-Public Partnerships And Availability Payment Arrangements
○	○	○			12-211-02	If the government is a **operator** in a PPP arrangement, are following disclosures made, if applicable? (1) General description of the PPP arrangement? This would include any variable payments not included in the PPP liability for installment payments and status of construction projects. (2) Nature and amounts of PPP-related assets, liabilities and deferred outflows of resources in the financial statements? (3) The discount rate(s) used for the determination of the liability for installment payments? (4) Principal and interest payments to be made, presented separately, for each of the next five years individually and in five-year increments thereafter? (5) Total amount of payments made for variable payments not included in the PPP liability for installment payments? (6) The nature and extent of the rights granted to the operator or retained by the transferor? (7) Identification, duration, and significant contract terms of any guarantees and/or commitments associated with the PPP arrangement, if any exist in the reporting period. (8) Any impairment losses and any related change in PPP liability?	GASBS 94, P57-59	eGAAFR Chapter 30 - Public-Private And Public-Public Partnerships And Availability Payment Arrangements
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (GASB 96)** **GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAS), is effective for fiscal years beginning after June 15, 2022.**		
○	○	○			12-212-01	If the government uses information technology in a SBITA arrangement, are following disclosures made, if applicable? (1) General description of the SBITA arrangement? This would include any variable payments not included in the SBITA liability. (2) Total amount of subscription assets and the related accumulated depreciation? (3) Total amount of payments made for variable payments and other payments (e.g., termination penalties) not included in the SBITA liability? (4) Principal and interest payments to be made, presented separately, for each of the next five years individually and in five-year increments thereafter? (5) Any commitments under SBITAs before the SBITA term commences? (6) Any impairment losses and any related change in SBITA liability?	GASBS 96, P60-61	eGAAFR Chapter 30 - Subscription-Based Information Technology Arrangements
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **DEBT REFUNDINGS**		
○	○	○			12-213-01	If the government undertook a refunding during the year that either defeased or redeemed the refunded debt, do the notes disclose this fact, and the following. if applicable? (1) A brief description of the refunding? (2) The aggregate difference in debt service between the refunding debt and the refunded debt? (3) The economic gain or loss on the transaction? (4) The amount of outstanding defeased debt? (5) Any substitutions of essentially risk monetary assets with monetary assets that are not essentially risk free (in substance defeasance only)? (6) Any amount of outstanding debt that the substitution described in #5 is not prohibited (in substance defeasance only)?	GASB Cod. Sec. D20.114-.119	eGAAFR Chapter 30 - Liabilities-Debt refundings and extinguishments

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **IN SUBSTANCE DEFEASANCE OF DEBT USING ONLY EXISTING RESOURCES**		
○	○	○			12-214-01	If the government undertook a in-substance defeasance of debt using only existing resources, do the notes disclose the following?: (1) A general description of the transaction (for example: amount of debt, amount of cash and/ or other resources placed with escrow agent, reasons for the defeasance and cash flows required to service the defeased debt)? (2) In all years following the defeasance, the amount of in substance defeased debt outstanding as of the reporting date, if any (may be combined with othe defeased debt outstanding)? (3) In the year of defeasance, if applicable, the fact that the substitution of essentially risk-free monetary with monetary assets that are not essentially risk free is not prohibited? (4) In all years following the defeasance, the amount of in substance defeased debt outstanding as of the reporting date, if any, for which the substitution of essentially risk-free monetary with monetary assets that are not essentially risk free is not prohibited (may not be combined with other defeased debt outstanding)?	GASB Cod. Sec. D20.125-.128	eGAAFR Chapter 30 - Contingent liability for debt, Liabilities-Debt refundings and extinguishments
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **SPECIAL ASSESSMENT DEBT**		
○	○	○			12-215-01	If the government has issued special assessment debt for which it is obligated in some manner, do the notes discuss this debt and the nature of the government's obligation?	GASB Cod. Sec. S40.126	eGAAFR Chapter 30 - Liabilities-Special assessment debt and related activities
○	○	○			12-215-02	If the government has issued special assessment debt for which it is not obligated in any manner, do the notes discuss this debt, including the amount of the debt and that the government is acting only as an agent and is in no way liable for the debt?	GASB Cod. Sec. S40.127	eGAAFR Chapter 30 - Liabilities-Special assessment debt and related activities
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **DEMAND BONDS**		
○	○	○			12-216-01	If the government has demand bonds outstanding at the end of the fiscal year, do the notes provide all of the disclosures required by GAAP, including a description of the take-out agreement including its expiration date? Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. D30.111-.112	eGAAFR Chapter 30 - Liabilities-Demand bonds
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **CONDUIT DEBT (GASB 91)** GASB Statement No. 91, *Conduit Debt Obligations* , is effective for fiscal years beginning after December 15, 2021. The checklist includes references to requirements for implementers of Statement No. 91.		
○	○	○			12-217-01	Do the notes disclose the following information about the issuer government's conduit debt obligations, if applicable? (1) General description of the government's conduit debt obligation(s)? (2) General description of the government's limited commitment(s)? (3) General description of the government's voluntary commitment(s), if any? (4) General description of the issuer's additional commitment(s), including: the legal authority and limits for extending the commitment(s), length of commitment(s), arrangements for recovering payments from third-party obligors, if any? (5) The amount of outstanding principal for all conduit debt obligations, by type of commitment(s)?	GASBS 91, P25	eGAAFR Chapter 30 - Liabilities-Conduit debt
○	○	○			12-217-02	If the issuer government recognized a liability for conduit debt, are the following disclosures made? (1) Schedule of changes in the conduit debt liability (beginning balance, increases, decreases, and ending balance)? (2) Cumulative amount of payments made on the conduit debt recognized by the government? (3) Any amounts expected to be recovered from the payments made?	GASBS 91, P26	eGAAFR Chapter 30 - Liabilities-Conduit debt
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **INTERFUND BALANCES AND TRANSFERS**		
○	○	○			12-220-01	Do the notes provide information on interfund balances and transfers, including: (1) Amounts due from/transferred from other funds by individual major fund, nonmajor governmental funds in the aggregate, nonmajor enterprise funds in the aggregate, internal service funds in the aggregate, and fiduciary fund type? (2) The purpose of interfund balances/transfers?	GASB Cod. Sec. 2300.126-.127	eGAAFR Chapter 30 - Interfund transfers
○	○	○			12-220-02	Are the disclosures about interfund balances and transfers formatted so that individual fund data can be traced to the corresponding column in the basic financial statements (e.g., by the use of headings and subtotals)?	Certificate Program requirement	eGAAFR Chapter 30 - Interfund transfers
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **RISK FINANCING**		
○	○	○			12-221-01	Do the notes discuss the government's risk financing activities? If so, do the notes: (1) Describe the types of risk faced by the government and describe how each type of risk is being handled? (2) Indicate *whether* the amount of settlements exceeded insurance coverage in each of the past three years? (3) If the government participates in a risk pool, describe the arrangement and specifically address the rights and responsibilities of both the government and the pool? (4) If the government retains some risk of loss, mention this fact and what the liability for unpaid claims represents and how it is calculated? (5) If the government retains some risk of loss, does the government provide a tabular reconciliation of the claims liability for each of the two most recent fiscal years and distinguish 1) claims liability at the beginning of the year, 2) claims incurred during the year, 3) changes in the estimate for claims of prior years, 4) payments on claims, 5) other, and 6) claims liability at the end of the year?	GASB Cod. Sec. C50.145	eGAAFR Chapter 30 - Liabilities-Claims and judgments
○	○	○			12-221-02	If the government sponsors a public-entity risk pool, does it either 1) refer readers to the separately issued report of the pool or 2) provide all of the note disclosures required for public-entity risk pools?	GASB Cod. Sec. C50.146	eGAAFR Chapter 30 - Liabilities-Claims and judgments

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **MUNICIPAL SOLID WASTE LANDFILL CLOSURE AND POSTCLOSURE CARE COSTS**		
○	○	○			12-230-01	If a government is legally responsible for closure and postclosure care costs associated with a municipal solid waste landfill, do the notes discuss this responsibility? If so, do the notes: (1) Disclose the nature and source of landfill closure and postclosure care requirements? (2) Explain that the cost of landfill closure and postclosure care is allocated based on landfill capacity used to date? (3) Disclose the liability for landfill closure and postclosure care costs (if not visible on the face of the basic financial statements)? (4) Disclose the portion of the estimated total obligation for landfill closure and postclosure care costs that has not yet been recognized in the financial statements? (5) Disclose the percentage of the landfill's total capacity that has been used to date? (6) Disclose the estimated remaining life of the landfill in years? (7) State that the total current cost of landfill closure and postclosure care is an estimate and subject to changes resulting from inflation, deflation, technology, or changes in applicable?	GASB Cod. Sec. L10.115	eGAAFR Chapter 30 - Liabilities-Landfill closure and postclosure care
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **CERTAIN ASSET RETIREMENT OBLIGATIONS**		
○	○	○			12-231-01	If a government has to recognize an asset retirement obligation (ARO) in its financial statements as defined by GASB Statement 83 (COD A10), do the notes disclose the following, if applicable? (1) General description of the ARO, associated tangible asset, and source of the obligation (laws, regulations, contracts, or court judgments)? (2) Methods and assumptions used to measure the liability? (3) Estimated remaining useful life of the associated tangible capital asset? (4) How any legally required funding and assurance provisions associated with AROs are being met? (5) Amount of assets restricted for payment of the liabilities, if not separately displayed in the financial statements? Note: If an ARO or portions has been incurred but is not yet recognized because it is not reasonably estimable, the government should disclose that fact and the reasons why.	GASB Cod. Sec. A10.124-.125	eGAAFR Chapter 30 - Liabilities-Asset retirement obligations
○	○	○			12-231-02	If a government has a minority share of an ARO, do the notes disclose the following, if applicable? (1) A general description of the ARO and associated tangible capital asset, including: the total amount of the ARO shared by the nongovernmental majorit owner or the nongovernmental minority owner that has operational responsibility, other minority owners, if any, and the reporting government; the reporting government's minority share of the total amount of the ARO, stated as a percentage; and the dollar amount of the reporting government's minority share of the ARO? (2) The date of the measurement of the ARO produced by the nongovernmental majority owner or the nongovernmental minority owner that has operational responsibility, if that date differs from the government's reporting date? (3) How any legally required funding and assurance provisions associated with the government's minority share of an ARO are being met? (4) The amount of assets restricted for payment of the government's minority share of the ARO, if not separately displayed in the financial statements?	GASB Cod. Sec. A10.126	eGAAFR Chapter 30 - Liabilities-Asset retirement obligations
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **POLLUTION REMEDIATION**		
○	○	○			12-232-01	Has an obligating event occurred that requires the government to attempt to accrue a liability for pollution remediation? If so, do the notes include: (1) The nature and source of pollution remediation obligations, (2) The liability recognized for pollution remediation obligations (if not visible on the face of the basic financial statements), (3) The methods and assumptions used to calculate the liability for pollution remediation obligations; and (4) Estimated recoveries that reduce the liability?	GASB Cod. Sec. P40.123	eGAAFR Chapter 30 - Liabilities-Pollution remediation obligations
○	○	○			12-232-02	If a government does not yet recognize a liability for a pollution remediation obligation because it is not reasonably estimable, do the notes disclose a general description of the nature of the pollution remediation activities?	GASB Cod. Sec. P40.124	eGAAFR Chapter 30 - Revenues and expenditures/expenses-Transactions not reported because not measurable
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **COMMITMENTS**		
○	○	○			12-235-01	If the government has significant commitments (e.g., construction contracts and encumbrances), do the notes disclose them?	GASB Cod. Sec. 1700.127c	eGAAFR Chapter 30 - Liabilities-Construction and other significant commitments
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **SHORT-TERM DEBT**		
○	○	○			12-236-01	If the government has engaged in short-term debt activity during the year (e.g., anticipation notes, use of lines of credit), even if no short-term debt is outstanding at the end of the fiscal year, has the government discussed this fact and provided a schedule of changes in short-term debt (i.e., beginning of year balance, increases, decreases, end of year balance)? Note: Disclosures for direct borrowings and direct placements should be separated from other debt.	GASB Cod. Sec. 2300.124	eGAAFR Chapter 30 - Liabilities-Short-term debt and liquidity
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **FUND BALANCE**		
○	○	○			12-300-01	Do the notes provide information on the nature of the major purposes for restricted, committed or assigned fund balance not described on the face of the governmental funds balance sheet?	GASB Cod. Sec. 1800.185	eGAAFR Chapter 30 - Fund balance/net position
○	○	○			12-300-02	If applicable, is the detail for the two types of nonspendable fund balance (not in spendable form and legally or contractually required to be maintained intact) disclosed?	GASB Cod. Sec. 1800.185	eGAAFR Chapter 30 - Fund balance/net position
○	○	○			12-300-03	If applicable, is the detail disclosed for the restricted, committed, and assigned fund balance at least at the functional expenditure level?	GASB Cod. Sec. 2200.733-4	eGAAFR Chapter 13 - Fund balance

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			12-300-04	If a government has established a stabilization arrangement do the notes disclose: (1) the authority for establishing the arrangement, (2) the requirements for additions to the stabilization amount, (3) the conditions under which stabilization amounts may be spent, and (4) the stabilization balance, if not apparent on the face of the financial statements?	GASB Cod. Sec. 1800.186	eGAAFR Chapter 30 - Fund balance/net position
○	○	○			12-300-05	If the governing body has formally adopted a minimum fund balance policy, do the notes describe the policy established by the government that sets forth the minimum amount?	GASB Cod. Sec. 1800.187	eGAAFR Chapter 30 - Fund balance/net position
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **PLEDGED AND SOLD REVENUES**		
○	○	○			12-420-01	If the government has pledged future revenues, do the notes include the required disclosures, including: (1) the specific revenue pledged and the approximate amount of the pledge, if determinable, (2) the general purpose of the debt secured by the pledged revenue, (3) the term of the commitment, (4) the relationship of the pledged amount to the total for that specific revenue, and (5) a comparison of the pledged revenues recognized during the year to the principal and interest requirements for the debt directly or indirectly collateralized by those revenues?	GASB Cod. Sec. 2300.128	eGAAFR Chapter 30 - Liabilities-Debt supported by pledged revenues
○	○	○			12-420-02	If during the current fiscal year the government had a transaction that qualifies as a sale of future revenues, do the notes disclose: (1) The specific revenue sold, including the approximate amount, if determinable? (2) The period to which the sale applies? and (3) The relationship of the amount sold to the total for that specific revenue (e.g., the proportion of the specific revenue stream that has been sold), if determinable? and (4) A comparison of the proceeds of the sale and the present value of the future revenues sold, including the significant assumptions used in determining the present value?	GASB Cod. Sec. 2300.129	eGAAFR Chapter 30 - Revenues and expenditures/expenses-Future revenues that have been sold
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **JOINT VENTURES**		
○	○	○			12-421-01	If the government participates in a joint venture, do the notes disclose this fact and disclose the: (1) Nature of any ongoing financial interest or responsibility resulting from participation in the joint venture, and (2) How to obtain the financial statements of the joint venture, and (3) Provide information designed to allow the reader to evaluate whether the joint venture is accumulating significant financial resources or is experiencing fiscal stress that may cause an additional financial benefit to or burden on the participating government in the future?	GASB Cod. Sec. J50.109	eGAAFR Chapter 30 - Joint ventures and jointly governed organizations
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **SEGMENT INFORMATION**		
○	○	○			12-560-01	If the government's enterprise funds encompass one or more segments, do the notes disclose the types of goods or services provided by the segment and include condensed financial statements for each segment that is not a major fund?	GASB Cod. Sec. 2500.101	eGAAFR Chapter 30 - Segment information for enterprise funds
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **SERVICE CONCESSION ARRANGEMENTS (SCAS) PRE GASB 94**		
○	○	○			12-570-00	Explanation: Disclosure information for multiple SCAs may be provided individually or in the aggregate for those that involve similar facilities and risk. If a service concession arrangement includes provisions for guarantees and commitments, disclosures should be made about those guarantees and commitments, including, identification, duration, and significant contract terms of the guarantee or commitment for each year in which a guarantee or commitment exists. The disclosures for PPPs are different for governments that have adopted GASB Statement No. 94.	GASB Cod. Sec. S30.113-.114	eGAAFR Chapter 30 - Service concession arrangements
○	○	○			12-570-01	If the government is a transferor or governmental operator for an SCA, do the notes include: (1) A general description of the arrangement in effect during the reporting year; (2) The nature and amounts of assets, liabilities, and deferred inflows of resources related to an SCA that are recognized in the financial statements; (3) The nature and extent of rights retained by the transferor or granted to the governmental operator under the arrangement (4) Any guarantees and commitments?	GASB Cod. Sec. S30.112	eGAAFR Chapter 30 - Service concession arrangements
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **ON-BEHALF PAYMENTS**		
○	○	○			12-571-01	If the government, as an employer, benefits from on-behalf payments of fringe benefits (other than pensions or OPEB) and salaries for its employees, do th notes disclose the amounts recognized during the year?	GASB Cod. Sec. N50.138	eGAAFR Chapter 30 - Revenues and expenditures/expenses-On-behalf payments for fringe benefits and salaries
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **NONEXCHANGE FINANCIAL GUARANTEES**		
○	○	○			12-575-01	If the government extends any nonexchange financial guarantees (NFG), has the government made the necessary note disclosures, including a description of the NFG and the total amount of NGS outstanding as of end of the fiscal year?	GASB Cod. Sec. N30.110	eGAAFR Chapter 30 - Disclosures for nonexchange financial guarantees
○	○	○			12-575-02	Does the government (as a guarantor) recognize liabilities for any such guarantees or did it make payments during the reporting year because of its guarantees? If so, do the notes include all necessary information (as applicable), including a description of NFG liability, schedule of changes in the liability, and indemnification payments?	GASB Cod. Sec. N30.111	eGAAFR Chapter 30 - Disclosures for nonexchange financial guarantees
○	○	○			12-575-02-1	For governments that have implemented GASB Statement No. 99, Omnibus 2022, paragraph 7 If the cumulative amount of indemnification payments disclosed are measured prospectively as of the transition date and are not the actual amounts paid, has the government disclosed the date range for which the cumulative amounts were determined?	GASBS 99, P7	
○	○	○			12-575-03	Has the government issued obligations currently or in the past that have been guaranteed by another entity as part of a nonexchange transaction? If so, do the notes include all necessary information?	GASB Cod. Sec. N30.112	eGAAFR Chapter 30 - Disclosures for nonexchange financial guarantees

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **EXCHANGE or EXCHANGE-LIKE FINANCIAL GUARANTEES - For governments that have implemented GASB Statement No. 99, Omnibus 2022, paragraphs 6-7.**		
○	○	○			12-575a-01	If the government extends any exchange or exchange-like financial guarantees (EFG), has the government made the necessary note disclosures, including description of the EFG and the total amount of EGS outstanding as of end of the fiscal year?	GASBS 99, P7	eGAAFR Chapter 30 - Disclosures for nonexchange financial guarantees
○	○	○			12-575a-02	Does the government (as a guarantor) recognize liabilities for any such guarantees or did it make payments during the reporting year because of its guarantees? If so, do the notes include all necessary information (as applicable), including a description of EFG liability, schedule of changes in the liability, and indemnifications?	GASBS 99, P7	eGAAFR Chapter 30 - Disclosures for nonexchange financial guarantees
○	○	○			12-575a-02-1	If the cumulative amount of indemnification payments disclosed are measured prospectively as of the transition date and are not the actual amounts paid, has the government disclosed the date range for which the cumulative amounts were determined?	GASBS 99, P7	
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **GOVERNMENT COMBINATIONS AND DISPOSALS OF OPERATIONS**		
○	○	○			12-580-01	Was the government involved in a government combination during the year? If so, do the notes provide the applicable disclosures for each type(s) of combination? Explanation: There are three types of government combinations: (1) government merger, (2) government acquisition, and (3) transfer of operations.	GASB Cod. Sec. Co10.152-.155	eGAAFR Chapter 30 - Government combinations
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **TAX ABATEMENTS**		
○	○	○			12-585-00	Explanation: If the government has tax abatement program(s) as defined by GASB Statement 77, paragraph 4 (COD T10.102) the notes to the financial statements should distinguish between tax abatements entered into by the government itself and tax abatements entered into by other governments that reduce the reporting government's tax revenues.	GASB Cod. Sec. T10.103	eGAAFR Chapter 30 - Tax abatements
○	○	○			12-585-01	For tax abatement programs entered into by the government itself, do the notes include the following, if applicable? (1) Descriptions of the abatements, including the names and purposes of the abatements; the taxes being abated; the authority under which abatement agreements are entered into; the mechanisms by which taxes are abated; recapture provisions; and commitments made by the recipients of abatements? (2) Gross dollar amount of tax revenue reduced in the current year (accrual basis)? (3) Any amounts received or receivable from another government? (4) Descriptions of any other commitments the government has made in addition to reducing tax revenues? (5) The quantitative threshold for disclosing individual tax abatement agreements? Note: If any of the required disclosure items are legally prohibited from being disclosed, the government should provide a general description of the information omitted and disclose the specific source of the legal prohibition.	GASB Cod. Sec. T10.105	eGAAFR Chapter 30 - Tax abatements
○	○	○			12-585-02	For tax abatement programs entered into by other governments that reduce the reporting government's revenue, do the notes include the following, if applicable? (1) Descriptions of the abatements, including the names of governments entering into the tax abatement agreements and the taxes being abated? (2) Gross dollar amount of tax revenue reduced in the current year (accrual basis)? (3) Any amounts received or receivable from another government? (4) The quantitative threshold for disclosing individual tax abatement agreements? Note: If any of the required disclosure items are legally prohibited from being disclosed, the government should provide a general description of the information omitted and disclose the specific source of the legal prohibition.	GASB Cod. Sec. T10.106	eGAAFR Chapter 30 - Tax abatements
						FINANCIAL SECTION **NOTE DISCLOSURE (OTHER THAN THE SSAP AND PENSION/OPEB-RELATED DISCLOSURES)** **OTHER DISCLOSURES**		
○	○	○			12-590-01	Do the notes disclose any deficit fund balance/net position in an individual fund that is not visible on the face of the basic financial statements?	GASB Cod. Sec. 2300.106n	eGAAFR Chapter 30 - Deficit in individual funds
○	○	○			12-590-02	If there is substantial doubt about the government's ability to continue as a going concern, do the notes to the financial statements include the necessary disclosures?	GASB Cod. Sec. 2250.120	eGAAFR Chapter 30 - Going-concern considerations
○	○	○			12-590-03	If the government reports a prior-period adjustment (accounting changes or error corrections), do the notes explain the nature of the adjustment or change and the cumulative effect of the adjustment or change, and include the required disclosures for the type of restatement?	GASB Cod. Sec. 2250.125, .138, .140, .148, .150, .152	eGAAFR Chapter 30 - Accounting changes
○	○	○			12-590-04	If the government engaged in material related party transactions, do the notes disclose the following, as applicable? (1) The nature of the relationship(s) involved? (2) A description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the years for which financial statements are presented, and such other information deemed necessary to gain an understanding of the effects of the transactions on the financial statements? (3) The dollar amounts of transactions for each of the years for which financial statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding year? (4) Amounts due from or to related parties as of the date of each statement of net position presented and, if not otherwise apparent, the terms and manner of settlement?	GASB Cod. Sec. 2250.107	eGAAFR Chapter 30 - Related-party transactions
○	○	○			12-590-05	If the government has been the recipient of an donor-restricted endowment, do the notes describe the endowment?	GASB Cod. Sec. 2300.123	eGAAFR Chapter 30 - Donor-restricted endowment disclosures
○	○	○			12-590-06	Do the notes disclose subsequent events (recognized and/or nonrecognized)?	GASB Cod. Sec. 2250.109	eGAAFR Chapter 30 - Significant effects of subsequent events
○	○	○			12-590-07	Do the notes disclose material violations of finance-related legal and contractual provisions and the actions has taken by the government to address the violations?	GASB Cod. Sec. 1200.112	eGAAFR Chapter 30 - Violations of legal or contractual provisions

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS**		
○	○	○			13-600-00	Explanation: Questions 13-600-00 thru 13-615-99 are for disclosures that should be made for benefits provided through each pension and OPEB plan that is *administered through a trust or equivalent arrangement* in which the government (as an employer) participates. To be a GASB-compliant *trust or equivalent arrangement*, all three of the following criteria must be met: (1) Contributions from employers and nonemployer contributing entities to the pension/OPEB plan and earnings on those contributions are irrevocable; (2) Pension/OPEB plan assets are dedicated to providing pensions to plan members in accordance with the benefit terms; and (3) Pension/OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the pension/OPEB plan administrator. If the plan is a defined benefit pension/OPEB plan, plan assets also are legally protected from creditors of the plan members. Throughout this section of the checklist, pensions and OPEB are referred to as "pension/OPEB." Please note that separate disclosures are required for each pension and OPEB plan. Applicable disclosures for each pension and each OPEB plan should be made separately (in different notes). When a government participates in more than one such pension or OPEB plan, the disclosures that relate to more than one pension plan or more than one OPEB plan should be combined in a manner that avoids unnecessary duplication. When the type of plan is either a single-employer or agent multiple-employer pension/OPEB plan and the individual plan provides benefits to both the employees of a primary government and its component units, the note disclosures in the reporting entity's financial statements should separately identify amounts associated with the primary government (including its blended component units) and those associated with its discretely presented component units. Further, in the reporting entity's financial report, the requirements for a single or agent multiple-employer plan should be applied. However, in stand-alone financial statements, each government should account for and report its participation in the single-employer or agent pension plan by applying the allocation requirements for a cost sharing multiple-employer plan (assuming the amounts to allocate are material). When an employer includes the pension/OPEB plan in its financial reporting entity as a pension/ OPEB trust fund or as a fiduciary component unit, the pla disclosures required for each pension/ OPEB that issues a stand-alone report that follows the guidance of GASB Statement Nos. 67 and 74 should also be combined in a manner that avoids unnecessary duplication with the required employer reporting which follows the guidance of GASB Statement Nos. 68 and 75.		
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **ALL PLANS** **SUMMARY OF PLAN BALANCES**		
○	○	○			13-600-01	If the government participates in more than one pension or OPEB plan (single-employer, agent-multiple, or cost-sharing), trusted or non-trusted, do the notes provide the aggregated total balances of pension and OPEB related assets, deferred outflows of resources, liabilities, deferred inflows of resources and expense/expenditures if the total amounts are not identifiable in the financial statements. Note: One summary is required for pensions and one for OPEB.	GASB Cod. Sec P20.137, .176 GASB Cod. Sec P23.130 GASB Cod. Sec. P50.144, .189 GASB Cod. Sec. P52.131, .157	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Aggregated disclosures for all defined benefit plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **PLAN DESCRIPTION**		
○	○	○			13-610-01	If the government participates in a defined benefit pension/OPEB plan that is *administered through a trust or equivalent arrangement*, do the notes provide information for the plan regardless of its type?	GASB Cod. Sec P20.138-.145, .177-.182 GASB Cod. Sec. P50.145-.153, .190-.196	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-01-1	Do the disclosures provide the name of the pension/OPEB plan?	GASB Cod. Sec P20.140a, .178a GASB Cod. Sec. P50.147a, .191a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-01-2	Do the disclosures identify the public employee retirement system or other entity that administers the pension/OPEB plan?	GASB Cod. Sec P20.140a, .178a GASB Cod. Sec. P50.147a, .191a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-01-3	Do the disclosures identify the type of pension/OPEB plan (e.g., a single-employer, agent multiple- employer, or cost-sharing multiple-employer pension/OPEB plan)?	GASB Cod. Sec P20.140a, .178a GASB Cod. Sec. P50.147a, .191a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-610-01-4	Do the disclosures describe the benefit terms, including: 1) the classes of employees covered; 2) the types of benefits; 3) the key elements of the pension/OPEB formulas; and 4) the terms or policies, if any, with respect to automatic postemployment benefit changes, including automatic cost-of-living adjustments (COLAs) and ad hoc postemployment benefit changes, including ad hoc COLAs; 5) the authority under which benefit terms are established or may be amended; and 6) if the pension/OPEB plan is closed to new entrants, a disclosure to that fact?	GASB Cod. Sec P20.140b, .178b GASB Cod. Sec. P50.147b, .191b	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-01-5	For single-employer and agent multiple-employer plans only, do the disclosures provide the number of employees covered by the benefit terms in total and separately for 1) inactive employees (or their beneficiaries) currently receiving benefits, 2) inactive employees entitled to, but not yet receiving benefits, and (3) active employees?	GASB Cod. Sec P20.140c GASB Cod. Sec. P50.147c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans
○	○	○			13-610-01-6	Do the disclosures describe contribution requirements, including 1) the basis for determining the employer's contributions (for example, statute, contract, an actuarial basis, or some other manner); 2) identification of the authority under which contribution requirements of employers, nonemployer contributing entities (if any), and employees are established or may be amended; 3) the contribution rates (in dollars or as a percentage of covered payroll) of those entities for the reporting year, and 4) if not otherwise disclosed, the total amount of contributions recognized by the pension/OPEB plan from the employer during the reporting year? Note: For OPEB plans, if there are legal or contractual contribution maximum contributions, the employer should disclose them.	GASB Cod. Sec P20.140d, .178c GASB Cod. Sec. P50.147d, .191c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-01-7	Do the disclosures indicate whether there is a separate publicly available report for the pension/OPEB plan and, if so, how to obtain the report (e.g., e-mail address, telephone, or mailing address, or by providing the office location of where the report can be obtained)?	GASB Cod. Sec P20.140e, .178d GASB Cod. Sec. P50.147e, .191d	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **INFORMATION ABOUT THE NET PENSION/OPEB LIABILITY**		
○	○	○			13-610-02	Do the notes provide information about the significant assumptions and other inputs used to measure the total pension/OPEB liability (TPL/TOPEBL)? If so, do the disclosures include information about: (1) Inflation? (2) Salary changes? (3) Ad hoc postemployment benefit changes (including ad hoc COLAs)? (4) Source of mortality assumptions? (Assumptions may be based, for example, on published tables or on an experience study of the covered group.) (5) The dates of experience studies on which significant assumptions are based? (6) Rates assumed for different years (if applicable)? (7) **OPEB**: Healthcare cost trend rates? (8) **OPEB**: Sharing of benefit-related costs with inactive employees? (9) **OPEB**: If the alternative measurement method is used, the source of or basis for all significant assumptions selected? (10) **OPEB**: Net OPEB liability calculated using a healthcare cost trend rate that is 1% point higher and lower than the assumed healthcare cost trend rate?	GASB Cod. Sec P20.141, .179 GASB Cod. Sec. P50.148-.149, .192-.193	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-03	Do the notes provide information about the discount rate? If so, do the disclosures include: (1) The rate applied in the current measurement and, if applicable, the change in the discount rate since the prior measurement date? (2) Assumptions about projected cash flows? (Assumptions should be disclosed for contributions from 1) employers, 2) nonemployer contributing entities, and 3) plan members, when applicable.) (3) The long-term expected rate of return on pension/OPEB plan investments and a description of how it was determined, (including significant methods and assumptions)? (4) The municipal bond rate used and the source of that rate, if applicable? (5) If a blended rate is used, the years of projected benefit payments to which the long-term expected rate of return and the municipal bond rate were applied? (6) The assumed asset allocation of the plan's portfolio, the long-term expected real rate of return (ROR) for each major asset class, and (if not otherwise disclosed) whether the expected ROR is presented as an arithmetic or geometric mean? (7) The NPL/NOPEBL calculated using 1) the discount rate plus 1% and 2) the discount rate minus 1%?	GASB Cod. Sec P20.142, .180 GASB Cod. Sec. P50.150, .194	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-03-1	Explanation: When the plan is a cost sharing multiple-employer plan, the NPL/NOPEBL reported by each employer government is its proportionate share of the collective NPL/NOPEBL for the cost sharing plan as a whole. Consistent with that reporting, the alternate calculations of the NPL/NOPEBL described above should use the employer's proportionate share of the cost sharing plan's collective NPL/NOPEBL (rather than the NPL/NOPEBL for the cost-sharing plan as a whole).		

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-610-04	Do the notes provide information about the employer balances of deferred outflows of resources and deferred inflows of resources for the plan? If so, are the amounts classified as follows, if applicable: (1) Differences between expected and actual experience in the measurement of the total pension/OPEB liability? (2) Changes of assumptions or other inputs? (3) Net difference between projected and actual earnings on pension/OPEB plan investments? (4) If the plan is a single-employer or agent plan with a special funding situation or a cost sharing plan, changes in the employer's proportion of the balances and differences between the employer's contributions (other than those to separately finance specific liabilities of the individual employer to the pension/OPEB plan) and the employer's proportionate share of contributions? (5) The employer's contributions to the pension plan subsequent to the measurement date of the net pension/OPEB liability/collective net pension/OPEB liability? (6) A schedule that presents the net amount of deferred outflows and inflows of resources that will affect the employers pension/OPEB expense individually for each of the subsequent five years, and, at a minimum, in the aggregate for subsequent years? (7) The amount of the employer's balance of deferred outflows, if any, that will be recognized as a reduction of the net pension/OPEB liability/collective net pension/OPEB liability?	GASB Cod. Sec. P20.145h-i, .182h-i GASB Cod. Sec. P50.153h-i, .196h-i	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-04-1	Explanation: For a cost-sharing plan or a single-employer or agent plan when there is a special funding situation, the term "collective net pension/OPEB liability" is used to describe the net pension/OPEB liability. Accordingly, the disclosure of information relating to the collective net pension/OPEB liability only applies to cost-sharing plans and those single and agent plans that have a special funding situation.		
○	○	○			13-610-05	Do the notes provide other information for the plan? If so, do the notes include:		
○	○	○			13-610-05-1	The measurement date of the total pension/OPEB liability (TPL/TOPEBL)/ collective NPL/NOPEBL, the date of the actuarial valuation used as the basis for the TPL/TOPEBL/collective NPL/NOPEB and, if applicable, the fact that update procedures were used to roll forward the total pension/ OPEB liability to the measurement date?	GASB Cod. Sec. P20.145a, .182c GASB Cod. Sec. P50.153a, .196c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-2	If applicable, (i.e. cost-sharing plans, special funding situations, single employer plan covering multiple members of the same reporting entity- PG and CUs) the employer's proportion (percentage) of the collective net pension/OPEB liability, the basis on which its proportion (percentage) was determined, and the change in its proportion (percentage) since the prior measurement date?	GASB Cod. Sec. P20.145b, .182b GASB Cod. Sec. P50.153b, .196b	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-3	For cost-sharing plans only, the employer's proportionate amount (in dollars) of the collective net pension liability and, when there is a special funding situation, 1) the portion of the nonemployer contributing entities' total proportionate amount (in dollars) of the collective net pension liability that is associated with the employer and 2) the total of the employer's proportionate amount (in dollars) of the collective net pension liability and the portion of the nonemployer contributing entities' total proportionate share of the collective net pension liability that is associated with the employer?	GASB Cod. Sec. P20.182a GASB Cod. Sec. P50.196a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Public cost-sharing plans
○	○	○			13-610-05-4	A brief description of changes of assumptions or other inputs that affected measurement of the total pension/OPEB liability since the prior measurement date?	GASB Cod. Sec. P20.145c, .182d GASB Cod. Sec. P50.153c, .196d	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-5	A brief description of changes of benefit terms that affected measurement of the total pension/OPEB liability since the prior measurement date?	GASB Cod. Sec. P20.145d, .182e GASB Cod. Sec. P50.153d, .196e	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-6	For single-employer and agent plans only, (if applicable) the amount of benefit payments in the measurement year attributable to the purchase of allocated insurance contracts, a brief description of the benefits for which allocated insurance contracts were purchased in the measurement year, and the fact that the obligation for the payment of benefits covered by allocated insurance contracts has been transferred from the employer to one or more insurance companies?	GASB Cod. Sec. P20.145e GASB Cod. Sec. P50.153e	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans
○	○	○			13-610-05-7	A brief description of the nature of changes between the measurement date of the net pension/OPEB liability/collective net pension/OPEB liability and the employer's reporting date that are expected to have a significant effect on the net pension/OPEB liability/employer's proportionate share of the collective net pension/OPEB liability, and the amount of the expected resultant change in the net pension/OPEB liability/employer's proportionate share of the collective net pension/OPEB liability (if known)?	GASB Cod. Sec. P20.145f, .182f GASB Cod. Sec. P50.153f, .196f	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-8	Employer pension/OPEB expense recognized during the reporting year?	GASB Cod. Sec. P20.145g, .182g GASB Cod. Sec. P50.153g, .196g	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans
○	○	○			13-610-05-9	Revenue recognized for support from nonemployer contributing entities (if any)?	GASB Cod. Sec. P20.145j, .182j GASB Cod. Sec. P50.153j, .196j	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-610-06	If the government is an employer in a single-employer or agent multiple-employer defined benefit pension plan that is *administered through a trust or equivalent arrangement* do the notes provide additional information for the plan?	GASB Cod. Sec P20.144 GASB Cod. Sec. P50.152	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans
○	○	○			13-610-06-1	Do the disclosures include a schedule that presents the beginning and ending balances for each of the following items: 1) the total pension/OPEB liability (TPL/TOPEBL), 2) the pension/OPEB plan's fiduciary net position (FNP), and 3) the net pension/OPEB liability (NPL/NOPEBL)? If so, does the schedule separately present the effect on those items from each of the following, (as applicable): (1) Service cost? (2) Interest on the TPL/TOPEBL? (3) Changes of benefit terms? (4) Differences between expected and actual experience in the measurement of the TPL/TOPEBL? (5) Changes of assumptions or other inputs? (6) Contributions from employers? (7) Contributions from nonemployer contributing entities? (8) **Pension** – Contributions from employees?**OPEB** – Contributions from active employees and inactive employees not yet receiving benefit payments? (9) Pension/OPEB plan net investment income? (10) Benefit payments, including refunds of plan member contributions? (11) Pension/OPEB plan administrative expense? (12) Other changes, separately identified if individually significant? Explanation: When there is a special funding situation, the information should be provided for the collective net pension/OPEB liability.	GASB Cod. Sec P20.144a-c GASB Cod. Sec. P50.152a-c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans
○	○	○			13-610-06-2	Does the plan have a special funding situation? If so, do the notes disclose: (1) The nonemployer contributing entity's total proportionate share of the collective net pension/OPEB liability? (2) The employer's proportionate share of the collective net pension/OPEB liability?	GASB Cod. Sec P20.144d GASB Cod. Sec. P50.152d	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **NONEMPLOYER CONTRIBUTING ENTITY**		
○	○	○			13-611-01	Is the government a nonemployer contributing entity to a defined benefit pension/OPEB plan that is *administered through a trust or equivalent arrangement*? If so: If applicable, these disclosures should be made for benefits provided through each pension/OPEB plan for which the government is a nonemployer contributing entity. When the government contributes to more than one such plan, the disclosures should be combined in a manner that avoids unnecessary duplication (separating pension from OPEB plans).		
○	○	○			13-611-02	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation and does the government recognize a **substantial proportion** of the collective net pension/OPEB liability of the plan? If so, do the notes provide all of the information on the arrangement required by GAAP? A special funding situation exists when a nonemployer government is legally required to make contributions directly to a plan that provides pension or OPEB to employees of one or more other entities, under certain circumstances	GASB Cod. Sec. P20.212-.217 GASB Cod. Sec. P50.231-.237	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-1	Do the disclosures provide the name of the pension/OPEB plan?	GASB Cod. Sec. P20.213a GASB Cod. Sec. P50.232a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-2	Do the disclosures provide the public employee retirement system or other entity that administers the pension/OPEB plan?	GASB Cod. Sec. P20.213a GASB Cod. Sec. P50.232a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-3	Do the disclosures identify the type of pension/OPEB plan (e.g., a single-employer, agent multiple-employer, or cost-sharing multiple-employer pension plan)?	GASB Cod. Sec. P20.213a GASB Cod. Sec. P50.232a	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-611-02-4	Do the notes provide a brief description of the benefit terms, including 1) the classes of employees covered, 2) the types of benefits, 3) the key elements of the pension/OPEB formulas, 4) the terms or policies, if any, with respect to automatic postemployment benefit changes, including automatic cost-of-living adjustments (COLAs) and ad hoc postemployment benefit changes, including ad hoc COLAs, and 5) the authority under which benefit terms are established or may be amended?*A government should disclose if the pension/OPEB plan is closed to new entrants .*	GASB Cod. Sec. P20.213b GASB Cod. Sec. P50.232b	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-5	Do the notes provide a brief description of contribution requirements, including 1) the basis for determining the governmental nonemployer contributing entity's contributions (for example, statute, contract, an actuarial basis, or some other manner); 2) identification of the authority under which contribution requirements of employers, nonemployer contributing entities, and employees are established or may be amended; and 3) the contribution rates (in dollars or as a percentage of covered payroll) of those entities for the reporting year?	GASB Cod. Sec. P20.213c GASB Cod. Sec. P50.232c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-6	If not otherwise disclosed, do the notes provide the total amount of contributions recognized by the pension/OPEB plan from the governmental nonemployer contributing entity during the reporting year?	GASB Cod. Sec. P20.213c GASB Cod. Sec. P50.232c	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-7	Do the disclosures provide whether the pension/OPEB plan issues a publicly available stand-alone financial report (or the pension/OPEB plan is included in the report of a public employee retirement system or another government) and, if so, how to obtain the report?	GASB Cod. Sec. P20.213d GASB Cod. Sec. P50.232d	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-8	Do the notes provide information about the significant assumptions and other inputs used to measure the total pension/OPEB liability (TPL/TOPEBL)? If so, do the disclosures include information about: (1) Inflation? (2) Salary changes? (3) Ad hoc postemployment benefit changes (including ad hoc COLAs)? (4) Source of mortality assumptions? (Assumptions may be based, for example, on published tables or on an experience study of the covered group.) (5) The dates of experience studies on which significant assumptions are based? (6) Rates assumed for different years (if applicable)? (7) **OPEB**: Healthcare cost trend rates? (8) **OPEB**: Sharing of benefit-related costs with inactive employees? (9) **OPEB**: Net OPEB liability calculated using a healthcare cost trend rate that is 1% point higher and lower than the assumed healthcare cost trend rate? (10) **OPEB**: If the alternative measurement method is used to measure the total OPEB liability, the source of or basis for all significant assumptions selected? (11) **OPEB**: The fact that projections are based on an established pattern of practice?	GASB Cod. Sec. P20.214 GASB Cod. Sec. P50.233-.234	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-9	Do the notes provide information about the discount rate, including: (1) The rate applied in the current measurement and, if applicable, the change in the discount rate since the prior measurement date? (2) Assumptions about projected cash flows (for example, contributions from 1) employers, 2) nonemployer contributing entities, and 3) plan members when applicable)? (3) The long-term expected rate of return on pension/OPEB plan investments and a description of how it was determined, including significant methods and assumptions used for that purpose? (4) The municipal bond rate used and the source of that rate, if applicable? (5) The asset class, and (if not otherwise disclosed) whether the expected RORs are presented as arithmetic or geometric means? (6) The governmental nonemployer contributing entity's proportionate share of the collective net pension liability? (7) If a blended rate is used as the discount rate, the years of projected benefit payments to which the long-term expected rate of return and the municipal bond rate were applied? (8) The assumed asset allocation of the plan's portfolio, the long-term expected real rate of return (ROR) for each major asset class calculated using 1) the discount rate plus 1% and 2) the discount rate minus 1%?	GASB Cod. Sec. P20.215 GASB Cod. Sec. P50.235	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-10	When the notes indicate that separate information is publicly available for the pension/OPEB plan and how to obtain the report, do the notes also disclose: (1) That the pension/OPEB plan's fiduciary net position has been determined on the same basis used by the pension/OPEB plan? (2) The pension/OPEB plan's basis of accounting, including the policies with respect to benefit payments (including refunds of employee contributions)? (3) How investments are valued? (4) Information about the substance and magnitude of significant changes that indicate the pension/OPEB plan's disclosures generally do not reflect the facts and circumstances at the government's measurement date)?	GASB Cod. Sec. P20.216 GASB Cod. Sec. P50.236	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-02-11	If all information required by GASB Statement Nos. 68 as amended and 75 and other financial reporting standards about the elements of the pension/OPEB plan's basic financial statements (that is, all information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position) is not available in a separate report, has the employer government provided all of this information in its financial statements? Refer to question 13-615-01 and the related explanations.	GASB Cod. Sec. P20.216 GASB Cod. Sec. P50.236	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-611-02-12	Is the following information disclosed when it is applicable? (1) The governmental nonemployer contributing entity's proportionate amount (in dollars) of the collective net pension/OPEB liability, its proportion (percentage) of the collective net pension/OPEB liability, the basis on which its proportion was determined, and the change in its proportion since the prior measurement date? (2) The measurement date of the collective NPL/NOPEBL, the date of the actuarial valuation used as the basis for the total pension/OPEB liability and, if applicable, the fact that update procedures were used to roll forward the total pension liability to the measurement date? (3) A brief description of changes of assumptions or other inputs and changes in benefit terms (if any) that affected measurement of the total pension/OPEB liability since the prior measurement date? (4) A brief description of changes of benefit terms that affected measurement of the total pension/OPEB liability since the prior measurement date? (5) A brief description of the nature of changes between the measurement date of the collective net pension/OPEB liability and the governmental nonemployer contributing entity's reporting date that are expected to have a significant effect on the governmental nonemployer contributing entity's proportionate share of the collective net pension/OPEB liability, and the amount of the expected resultant change in the governmental nonemployer contributing entity's proportionate share of the collective net pension/OPEB liability (if known)? (6) The amount of pension/OPEB expense recognized during the reporting year by the governmental nonemployer contributing entity as a result of the special funding situation? (7) The governmental nonemployer contributing entity's balances of deferred outflows of resources and deferred inflows of resources, by type, for the plan as a result of a special funding situation classified as follows (if applicable): (1) differences between expected and actual experience in the measurement of the TPL/TOL (2) changes of assumptions or other inputs (3) changes in the nonemployer contributor's proportion and differences between the nonemployer contributor's contributions (other than those applicable to separately financed specific liabilities of the individual employer) and the nonemployer contributor's proportionate share of contributions (4) the governmental nonemployer contributing entity's contributions to the pension/OPEB plan subsequent to the measurement date of the collective net pension/OPEB liability? (8) A schedule that presents the net amount of deferred outflows and inflows of resources that will affect the governmental nonemployer contributing entity's pension/OPEB expense individually for each of the subsequent five years, and, at a minimum, in the aggregate for subsequent years? (9) The amount of the governmental nonemployer contributing entity's balance of deferred outflows of resources, if any, that will be recognized as a reduction of the collective net pension/OPEB liability?	GASB Cod. Sec. P20.217 GASB Cod. Sec. P50.237	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
○	○	○			13-611-03	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation, but the government recognizes **less than a substantial proportion** of the collective net pension/OPEB liability of the plan? If so, do the notes provide all of the information on the arrangement required by GAAP? Explanation: See the explanation to 13.2i4 for the definition of a special funding situation. If the government is a nonemployer contributing entity to more than one such plan, the required disclosures for the liabilities recognized by the government may be presented in the aggregate. (1) The name of the pension/OPEB plan? (2) The public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the type of pension/OPEB plan (e.g., a single-employer, agent multiple-employer, or cost-sharing multiple-employer pension plan)? (4) The basis for determining the governmental nonemployer contributing entity's contributions (for example, statute, contract, an actuarial basis, or some other manner)? (5) Identification of the authority under which the governmental nonemployer contributing entity's contribution requirements are established or may be amended? (6) The total amount of contributions recognized by the pension/OPEB plan from the governmental nonemployer contributing entity during the reporting year? (7) The governmental nonemployer contributing entity's proportionate amount (in dollars) of the collective net pension/OPEB liability, its proportion (percentage) of the collective net pension liability, the basis on which its proportion was determined, and the change (if any) in its proportion since the prior measurement date? (8) Amount of pension/OPEB expense recognized during the reporting year by the governmental nonemployer contributing entity as a result of the special funding situation? (9) The governmental nonemployer contributing entity's balances of deferred outflows of resources and deferred inflows of resources as a result of the special funding situation?	GASB Cod. Sec. P20.220 GASB Cod. Sec. P50.240	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan contributors that recognize a less-than-substantial portion of the collective NPL/NOL
○	○	○			13-611-04	Note: If the government is a nonemployer contributing entity but its obligation for contributions does not meet the definition of a special funding situation, note disclosures are NOT required.	GASB Cod. Sec. P20.223 GASB Cod. Sec. P50.243	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors' disclosures for trusted defined benefit plans - Defined benefit plan contributors that recognize a less-than-substantial portion of the collective NPL/NOL

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED CONTRIBUTION PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **PLAN DESCRIPTION**		
○	○	○			13-612-01	If the government participates as an employer in a defined contribution pension/OPEB plan that is administered through a trust or equivalent arrangement (regardless of whether there is a special funding situation), do the notes provide the following information for the plan? (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution pension/OPEB plan? (2) A brief description of the benefit terms (including terms, if any, related to vesting and forfeitures and the policy related to the use of forfeited amounts) and the authority under which benefit terms are established or may be amended? (3) The contribution (or crediting) rates (in dollars or as a percentage of salary) for employees, the employer, and nonemployer contributing entities, if any, and the authority under which those rates are established or may be amended? (4) The amount of pension/OPEB expense recognized for the reporting year? (5) The amount of forfeitures reflected in pension/OPEB expense for the reporting year? (6) The amount of the employer's liability outstanding at the end of the year, if any? Explanation: The information should be disclosed for each defined contribution pension/OPEB plan to which an employer is required to contribute.	GASB Cod. Sec. P21.112 GASB Cod. Sec. P51.110	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – trusted plans - Pension and OPEB disclosures for employers in defined contribution plans
○	○	○			13-612-02	If there is a nonemployer contributing entity or entities (regardless of whether the criteria for a special funding situation are met)? If so, do the notes disclose: (1) The proportion of the total pension expense that is represented by the employer's expense? (2) The amount of revenue recognized as a result of the support provided by nonemployer contributing entities?	GASB Cod. Sec. P21.115, .121 GASB Cod. Sec. P51.113, .119	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – trusted plans - Pension and OPEB disclosures for employers in defined contribution plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED CONTRIBUTION PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **NONEMPLOYER CONTRIBUTING ENTITY**		
○	○	○			13-613-01	13.6 Is the government a nonemployer contributing entity to a defined contribution pension/OPEB plan that is *administered through a trust or equivalent arrangement*?		
○	○	○			13-613-01-1	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation, and if so, is the government required to contribute *a* **substantial proportion** of the total contributions from the employer and nonemployer contributing entities? If so, do the notes provide all of the information on the arrangement required by GAAP? (1) The name of the pension/OPEB plan? (2) The public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the pension/OPEB plan as a defined contribution pension plan? (4) A brief description of the benefit terms? (5) Terms, if any related to vesting and forfeitures and the policy related to the use of forfeited amounts? (6) The authority under which benefit terms are established or may be amended? (7) The contribution (or crediting) rates (in dollars or as a percentage of salary) for employees, the employer, and nonemployer contributing entities? (8) The authority under which those rates are established or may be amended? (9) The amount of expense recognized by the governmental nonemployer contributing entity in the reporting year as a result of the special funding situation? (10) The amount of forfeitures reflected in expense recognized by the governmental nonemployer contributing entity? (11) The proportion of the total pension/OPEB expense for pensions/OPEB provided through the pension/OPEB plan that is represented by the governmental nonemployer contributing entity's expense? (12) The amount of the governmental nonemployer contributing entity's liability resulting from the special funding situation outstanding at the end of the year (if any)?	GASB Cod. Sec. P21.119 GASB Cod. Sec. P51.117	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – trusted plans - Pension & OPEB disclosures for nonemployer contributors of a substantial portion of total contributions to defined contribution plans
○	○	○			13-613-01-2	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation, but the government is required to contribute a **less than substantial proportion** of the total contributions from the employer and nonemployer contributing entities? If so, do the notes provide all of the information on the arrangement required by GAAP? (1) The name of the pension/OPEB plan? (2) Identification of the public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the pension plan/OPEB as a defined contribution pension plan? (4) The contribution (or crediting) rates (in dollars or as a percentage of salary) for the governmental nonemployer contributing entity? (5) The authority under which those rates are established or may be amended? (6) The proportion of the total pension/OPEB expense for pensions/OPEB provided through the pension plan that is represented by the governmental nonemployer contributing entity's expense? (7) The amount of the governmental nonemployer contributing entity's liability outstanding at the end of the year (if any)? Explanation: See the explanation to question 13.2i4 for the definition of a special funding situation.	GASB Cod. Sec. P21.120 GASB Cod. Sec. P51.118	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – trusted plans - Pension & OPEB disclosures for nonemployer contributors of a less-than-substantial portion of total contributions to defined contribution plans
○	○	○			13-613-01-3	If the government is a nonemployer contributing entity, but its obligation for contributions does not meet the definition of a special funding situation, note disclosures are, nevertheless, required. In such cases, are the following disclosures made? (1) The name of the pension/OPEB plan? (2) Identification of the public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the pension/OPEB plan as a defined contribution pension plan? (4) The amount of expense recognized by the governmental nonemployer contributing entity in the reporting year as a result of its legal obligation to contribute? (5) The amount of the governmental nonemployer contributing entity's liability outstanding at the end of the year (if any)?	GASB Cod. Sec. P21.122 GASB Cod. Sec. P51.120	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – trusted plans - Defined contribution plan nonemployer contributors that are not in special funding situations

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DB/DC PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **PENSION/OPEB PLAN ISSUES SEPARATE REPORT**		
○	○	○			13-614-00	Explanation: The notes should indicate whether the separate information for the plan is available as a stand-alone financial report that the plan issues or the plan is included as a fiduciary fund in another government's report (e.g., the report of a public employee retirement system or another government). The disclosure about how to obtain the report can be addressed by various methods that include providing a link to the report on the public employee retirement system's website, providing contact information (e.g., e-mail address, telephone, or mailing address), or providing the office location of where the report can be obtained.		
○	○	○			13-614-01	If the government is an employer or a nonemployer contributing entity for a defined benefit pension/OPEB plan (regardless of its type) that is administered through a trust or equivalent arrangement, and the plan is reported as a pension (and other employee benefit) trust fund, and that plan issues a separate report, do the notes provide additional information? (1) That the plan issues a separate publicly available report and how to obtain the report? (2) That the plan's fiduciary net position has been determined on the same basis used by the pension plan? (3) The plan's basis of accounting, including the policies with respect to benefit payments (including refunds of employee contributions)? (4) How investments are valued? (5) Information about the substance and magnitude of significant changes that indicate the plan's disclosures generally do not reflect the facts and circumstances at the government's measurement date (if applicable)?	GASB Cod. Sec. P20.143, .181, .216 GASB Cod. Sec. P50.151, .195, .236	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – trusted plans - Single-employer and agent plans, Public cost-sharing plans, Defined benefit plan nonemployer contributors that recognize a substantial portion of the collective NPL/NOL
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DB/DC PLANS HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **PENSION/OPEB PLAN DOES NOT ISSUE SEPARATE REPORT**		
○	○	○			13-615-01	If the government is an employer or a nonemployer contributing entity for a defined benefit plan (regardless of the type of plan) that is *administered through a trust or equivalent arrangement* , and the plan is reported as a pension (and other employee benefit) trust fund, but that plan does not issue a separate report, do the notes include financial statements for each such individual plan (regardless of the type of plan) if the individual fund statements that provide this information are not within the scope of the audit? Explanation: If the independent auditor only takes in relation to responsibility for the individual fund statements, then the financial statements for each individual benefit plan should be included within the notes so that data for each benefit plan is included within the scope of the audit.	GASB Cod. Sec. 2200.197 GASB Cod. Sec. Pe5.104, .126, footnote 6 GASB Cod. Sec. Po50.102, .128, footnote 7 GASB Cod. Sec. Pe6.103, .107 GASB Cod. Sec. Po51.102, .105	eGAAFR Chapter 36 - Notes to the financial statements
○	○	○			13-615-02	Do the notes include all disclosures required of such stand-alone plans (regardless of the type of plan)? Explanation: The disclosure requirements for such benefit plans in the absence of a separately issued report (which should be merged with the sponsoring government's employer disclosures to avoid duplication) can be found in GFOA's Pension and Other Postemployment Benefit System Cash and Investment Pools Preparer Checklist. https://www.gfoa.org/opeb-checklist	GASB Cod. Sec. Pe5.126, footnote 6 GASB Cod. Sec. Po50.128, footnote 7 GASB Cod. Sec. Pe6.107 GASB Cod. Sec. Po51.105	eGAAFR Chapter 36 - Notes to the financial statements
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS NOT HELD IN TRUST OR EQUIVALENT ARRANGEMENT**		
○	○	○			13-620-00	Explanation: Questions 13-620-01 thru 13-623-99 are for disclosures that should be made for benefits provided through each pension and OPEB plan that is **NOT *administered through a trust or equivalent arrangement* as defined in GASB Statements 68 and 75 [COD P20.101 and COD P50.101, respectively] in which the government (as an employer or nonemployer contributing entity) participates.** Applicable disclosures for each individual pension plan should be made in a single pension note, and those for each individual OPEB plan should be made be made in a single OPEB note. When a government participates in more than one such pension plan or OPEB plan, the disclosures that relate to more than one pension plan or more than one OPEB should be combined in a manner that avoids unnecessary duplication. When the type of plan is either a single-employer or agent multiple and the individual plan provides benefits to both the employees of a primary government and its component units, the note disclosures in the reporting entity's financial statements should separately identify amounts associated with the primary government (including its blended component units) and those associated with its discretely presented component units.	GASB Cod. Sec. P22.130-.132 GASB Cod. Sec. P52.131-.133	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans
○	○	○			13-620-00-1	Explanation: For purposes of classifying a pension/OPEB plan as single-employer or multiple-employer, a primary government and its component units are considered one employer. For purposes of stand-alone financial reporting in that circumstance, the primary government and the component unit are required to recognize a proportionate share of the collective total pension/OPEB liability. The checklist has indicated disclosures specific to this situation as **stand-alone reports**. All other disclosures would apply.	GASB Cod. Sec. P22.115, .139 GASB Cod. Sec. P52.110, .141	eGAAFR Chapter 20 - How defined benefits are administered - Single-employer plans
○	○	○			13-620-00-2	Explanation: Special funding situations involve circumstances in which a nonemployer entity is legally responsible for making benefit payments directly to the employees of another entity as the pension/OPEB come due and *either* of the following conditions exists: a) the amount of benefit payments for which the nonemployer entity is legally responsible is *not* dependent upon one or more events or circumstances unrelated to the pensions/OPEB; or b) the nonemployer entity is the only entity with a legal obligation to make benefit payments as they come due.	GASB Cod. Sec. P22.111 GASB Cod. Sec. P52.108	eGAAFR Chapter 20 - Recognition and measurement of pension and OPEB liabilities by governmental employers and nonemployer contributors benefits - Special funding situations

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS NOT HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **PLAN DESCRIPTION**		
○	○	○			13-620-01	If the government participates in a defined benefit pension/OPEB plan that is NOT*administered through a trust or equivalent arrangement* , do the notes provide information for the plan regardless of its type? (1) Provide the name of the pension/OPEB plan? (2) Identify the public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identify the type of pension/OPEB plan (e.g., a single-employer, or multiple-employer pension/OPEB plan)? (4) Describe the benefit terms, including: 1) the classes of employees covered; 2) the types of benefits; 3) the key elements of the pension/OPEB formulas; 4) the terms or policies, if any, with respect to automatic postemployment benefit changes, including automatic cost-of-living adjustments (COLAs) and ad hoc postemployment benefit changes, including ad hoc COLAs, 5) the authority under which benefit terms are established or may be amended, and 6) if th pension/OPEB plan is closed to new entrants, a disclosure to that fact? (5) For single-employer reports: provide the number of employees covered by the benefit terms in total and separately for 1) inactive employees (or their beneficiaries) currently receiving benefits, 2) inactive employees entitled to, but not yet receiving benefits, and 3) active employees? (6) Do the notes indicate that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB codification P22.101 and P52.101, each criterion that the trust does not meet should be disclosed. (7) Identify the authority under which requirements for the employer and nonemployer contributing entities, if any, to pay pensions/OPEB as the benefits come due are established or may be amended? Also, do the notes include the amount paid by the employer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed?	GASB Cod. Sec. P22.133, .156 GASB Cod. Sec. P52.134, .159	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS NOT HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **INFORMATION ABOUT THE TOTAL PENSION/OPEB LIABILITY**		
○	○	○			13-620-02	Do the notes provide information about the significant assumptions and other inputs used to measure the total/total collective pension/OPEB liability (TPL/TOPEBL)? If so, do the disclosures include information about: (1) Inflation? (2) Salary changes? (3) Ad hoc postemployment benefit changes (including ad hoc COLAs)? (4) Source of mortality assumptions? (Assumptions may be based, for example, on published tables or on an experience study of the covered group.) (5) The dates of experience studies on which significant assumptions are based? (6) Rates assumed for different years (if applicable)? (7) **OPEB**: Healthcare cost trend rates? (8) **OPEB**: Sharing of benefit-related costs with inactive employees? (9) **OPEB**: If the alternative measurement method is used, the source of or basis for all significant assumptions selected? (10) **OPEB**: Total OPEB liability calculated using a healthcare cost trend rate that is 1% point higher and lower than the assumed healthcare cost trend rate?	GASB Cod. Sec. P22.134, .157 GASB Cod. Sec. P52.135-.136, .160-.161	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans, Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			13-620-03	Do the notes provide information about the discount rate? If so, do the disclosures include: (1) The rate applied in the current measurement and the source of the rate? (2) The TPL/TOPEBL calculated using 1) the discount rate plus 1% and 2) the discount rate minus 1%?	GASB Cod. Sec. P22.134, .157 GASB Cod. Sec. P52.135-.136, .160-.161	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans, Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			13-620-04	Do the notes provide other information for the plan, if applicable? (1) The measurement date of the total/collective total pension/OPEB liability, the date of the actuarial valuation used as the basis for the total/collective total pension/ OPEB liability and, if applicable, the fact that update procedures were used to roll forward the total/collective total pension/OPEB liability to the measurement date? (2) The employer's proportion (percentage) of the collective total pension/OPEB liability, the basis on which its proportion (percentage) was determined, and the change in its proportion (percentage) since the prior measurement date?**Note: This would apply to single-employers with a special funding situation or stand- alone reports.** (3) A brief description of changes of assumptions or other inputs that affected measurement of the total/collective total pension/OPEB liability since the prior measurement date? (4) A brief description of changes of benefit terms that affected measurement of the total/collective total pension/OPEB liability since the prior measurement date? (5) A brief description of the nature of changes between the measurement date of the total pension/OPEB liability and the employer's reporting date that are expected to have a significant effect on the employer's total pension/OPEB liability (or if the employer has a special funding situation, on the employer's proportionate share of the total pension liability), and the amount of the expected resultant change on the employer's total pension/OPEB liability (or if the employer has a special funding situation, on the employer's proportionate share of the total pension liability), if known? (6) Employer pension/OPEB expense recognized during the reporting year? (7) Revenue recognized for support from nonemployer contributing entities (if any)?	GASB Cod. Sec. P22.136, .158 GASB Cod. Sec. P52.138, .162	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans, Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-620-05	**Stand-alone reports**: The employer's proportionate amount (in dollars) of the collective total pension/OPEB liability and, when there is a special funding situation, (1) the portion of the nonemployer contributing entities' total proportionate amount (in dollars) of the collective pension/OPEB liability that is associated with the employer and (2) the total of the employer's proportionate amount (in dollars) of the collective total pension/OPEB liability and the portion of the nonemployer contributing entities' total proportionate share of the collective total pension/OPEB liability that is associated with the employer?	GASB Cod. Sec. P22.158a GASB Cod. Sec. P52.162s	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			13-620-06	**Single-employer reports**: The amount of benefit payments in the measurement year attributable to the purchase of allocated insurance contracts, a brief description of the benefits for which allocated insurance contracts were purchased in the measurement year, and the fact that the obligation for the payment of benefits covered by allocated insurance contracts has been transferred from the employer to one or more insurance companies?	GASB Cod. Sec. P22.136e GASB Cod. Sec. P52.138e	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans
○	○	○			13-620-07	Do the notes provide information about the employer balances of deferred outflows of resources and deferred inflows of resources for the plan? (1) Differences between expected and actual experience in the measurement of the total pension/OPEB liability? (2) Changes of assumptions or other inputs? (3) Single-employer reports and if the employer has a special funding situation: changes in the employer's proportion and differences between (a) the amounts paid by the employer for pensions/OPEB as the benefits came due and (b) the employer's proportionate share of the total of certain amounts paid by the employer and nonemployer contributing entities for pensions/OPEB as the benefits came due? (4) Amounts associated with transactions subsequent to the measurement date of the total/collective total pension/OPEB liability? (5) A schedule that presents: (1) the net amount of deferred outflows and inflows of resources that will be recognized in the employers pension/OPEB expense individually for each of the subsequent five years, and, at a minimum, in the aggregate for subsequent years; (2) if no special funding, the amount of deferred outflows and inflows of resources that will be recognized as a reduction of the total pension liability; (3) if there is special funding, the amount of deferred outflows and inflows of resources that will be included as a reduction of the total pension/OPEB liability?	GASB Cod. Sec. P22.136h-i, .157h-i GASB Cod. Sec. P52.138h-i, .162h-i	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans, Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			13-620-08	**Single-employer reports**: A schedule that presents: 1) the beginning balance of the total pension/OPEB liability (TPL/TOPEBL); 2) the effects during the year of the items listed below on TPL/TOPEBL; and 3) the ending balance of the TPL/TOPEBL? If so, does the schedule separately present the effect on those items from each of the following, (as applicable)? (1) Service cost? (2) Interest on the TPL/TOPEBL? (3) Changes of benefit terms? (4) Differences between expected and actual experience in the measurement of the TPL/TOPEBL? (5) Changes of assumptions or other inputs? (6) Benefit payments? (7) Other changes, separately identified if individually significant? (8) Does the plan have a special funding situation? If so, do the notes disclose: (a) The nonemployer contributing entities' total proportionate share of the total pension/OPEB liability? (b) The employer's proportionate share of the total pension/OPEB liability?	GASB Cod. Sec. P22.135 GASB Cod. Sec. P52.137	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Individual disclosures for each defined benefit plan – non-trusted plans - Defined benefit pension and OPEB plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED BENEFIT PLANS NOT HELD IN TRUST OR EQUIVALENT ARRANGEMENT** **NONEMPLOYER CONTRIBUTING ENTITY**		
○	○	○			13-621-01	13.12 Is the government a nonemployer contributing entity to a defined benefit pension/OPEB plan that is NOT administered through a trust or equivalent arrangement? If so:		
○	○	○			13-621-01-1	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation for defined benefit pension/OPEB plans that are NOT administered through a trust or equivalent arrangement, and does the government recognize a**substantial proportion** of the collective total pension/OPEB liability of the plan? If so, do the notes provide all of the information on the arrangement required by GAAP? Note: Questions 13-621-01-1 - 13-621-04 are all for entities that recognize a **substantial proportion** of the collective total pension/OPEB liability. (1) The name of the pension/OPEB plan? (2) The public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the type of pension/OPEB plan (e.g., a single-employer, or multiple-employer pension/OPEB plan)? (4) Description of the benefit terms, including: 1) the classes of employees covered; 2) the types of benefits; 3) the key elements of the pension formulas; and 4) the terms or policies, if any, with respect to automatic postemployment benefit changes, including automatic cost-of-living adjustments (COLAs) and ad hoc postemployment benefit changes, including ad hoc COLAs, 5) the authority under which benefit terms are established or may be amended, and 6) if the pension/ OPEB plan is closed to new entrants, a disclosure to that fact? (5) Do the notes indicate that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB codification P22.101 and P52.101, is each criterion that the trust does not meet disclosed? (6) Identify the authority under which requirements for the employer and nonemployer contributing entities to pay pensions/OPEB as the benefits come due are established or may be amended? Also, do the notes include the amount paid by the government nonemployer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed?	GASB Cod. Sec. P22.183 GASB Cod. Sec. P52.190	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a substantial portion of the collective TPL/TOL of a non-trusted plan

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			13-621-01-2	Do the notes provide information about the significant assumptions and other inputs used to measure the total pension/OPEB liability (TPL/TOPEBL)? If so, do the disclosures include information about: (1) Inflation? (2) Salary changes? (3) Ad hoc postemployment benefit changes (including ad hoc COLAs)? (4) Source of mortality assumptions? (Assumptions may be based, for example, on published tables or on an experience study of the covered group.) (5) The dates of experience studies on which significant assumptions are based? (6) Rates assumed for different years (if applicable)? (7) **OPEB**: Healthcare cost trend rates? (8) **OPEB**: Sharing of benefit-related costs with inactive employees? (9) **OPEB:** If the alternative measurement method is used, the source of or basis for all significant assumptions selected? (10) **OPEB**: Collective total OPEB liability calculated using a healthcare cost trend rate that is 1% point higher and lower than the assumed healthcare cost trend rate?	GASB Cod. Sec. P22.184 GASB Cod. Sec. P52.191-.192	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a substantial portion of the collective TPL/TOL of a non-trusted plan
○	○	○			13-621-02	Do the notes provide information about the discount rate? If so, do the disclosures include: (1) The rate applied in the current measurement and the source of the rate? (2) The collective total pension/OPEB liability calculated using 1) the discount rate plus 1% and 2) the discount rate minus 1%?	GASB Cod. Sec. P22.184 GASB Cod. Sec. P52.191-.192	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a substantial portion of the collective TPL/TOL of a non-trusted plan
○	○	○			13-621-03	Do the notes provide other information for the plan, *if applicable* ? If so, do the notes include: (1) The measurement date of the collective total pension/OPEB liability, the date of the actuarial valuation used as the basis for the collective total pension/OPEB liability and, if applicable, the fact that update procedures were used to roll forward the collective total pension/OPEB liability to the measurement date? **OPEB**: If the alternative method was used to measure collective total OPEB liability, that should be disclosed. (2) The nonemployer contributing entity's proportionate amount (in dollars) of the collective total pension/OPEB liability, its proportion (percentage) of the collective total pension/OPEB liability, the basis on which its proportion (percentage) was determined, and the change in its proportion (percentage) since the prior measurement date? (3) A brief description of changes of assumptions or other inputs that affected measurement of the collective total pension/OPEB liability since the prior measurement date? (4) A brief description of changes of benefit terms that affected measurement of the collective total pension/OPEB liability since the prior measurement date? (5) A brief description of the nature of changes between the measurement date of the collective total pension/OPEB liability and the nonemployer contributing entity's reporting date that are expected to have a significant effect on the nonemployer contributing entity's proportionate share of the collective total pension liability, and the amount of the expected resultant change on the nonemployer contributing entity's proportionate share of the collective total pension liability, if known? (6) Nonemployer contributing entity's pension/OPEB expense recognized during the reporting year as a result of the special funding situation?	GASB Cod. Sec. P22.185 GASB Cod. Sec. P52.193	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a substantial portion of the collective TPL/TOL of a non-trusted plan
○	○	○			13-621-04	Do the notes provide information about the nonemployer contributing entity's balances of deferred outflows of resources and deferred inflows of resources for the plan as a result of the special funding situation? (1) Differences between expected and actual experience in the measurement of the total pension/OPEB liability? (2) Changes of assumptions or other inputs? (3) Changes in the nonemployer contributing entity's proportion and differences between (a) the amounts paid by the nonemployer contributing entity for pensions/OPEB as the benefits came due and (b) the nonemployer contributing entity's proportionate share of the total of certain payments by all employer and nonemployer contributing entities? (4) Amounts associated with transactions subsequent to the measurement date of the collective total pension/OPEB liability? (5) A schedule that presents (1) the net amount of deferred outflows and inflows of resources that will be recognized in the nonemployer contributing entity's pension/OPEB expense individually for each of the subsequent five years, and, at a minimum, in the aggregate for subsequent years and (2) the amount of deferred outflows and inflows of resources that will be included as a reduction of the collective total pension/OPEB liability?	GASB Cod. Sec. P22.185g-h GASB Cod. Sec. P52.193g-h	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a substantial portion of the collective TPL/TOL of a non-trusted plan
○	○	○			13-621-05	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation for defined benefit pension/OPEB plans that are NOT administered through a trust or equivalent arrangement, and does the government recognize a***less-than-substantial proportion*** of the collective total pension/OPEB liability of the plan? If so, do the notes provide all of the information on the arrangement required by GAAP? (1) The name of the pension/OPEB plan? (2) The public employee retirement system or other entity that administers the pension/OPEB plan? (3) Identification of the type of pension/OPEB plan (e.g., a single-employer, or multiple-employer pension/OPEB plan)? (4) Do the notes indicate that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB codification P22.101 and P52.101, is each criterion that the trust does not meet disclosed? (5) The nonemployer contributing entity's proportionate amount of the collective total pension/OPEB liability, the percentage of the collective total pension/OPEB liability, the basis on which its proportion was determined, and the change in its proportion since the prior measurement date, if any? (6) Identify the authority under which requirements for the employer and nonemployer contributing entities to pay pensions/OPEB as the benefits come du are established or may be amended? Also, do the notes include the amount paid by the government nonemployer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed? (7) The balances of deferred outflows of resources and deferred inflows of resources for the plan as a result of the special funding situation? (8) The nonemployer contributing entity's pension/OPEB expense recognized during the reporting year as a result of the special funding situation?	GASB Cod. Sec. P22.188 GASB Cod. Sec. P52.196	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plans - Nonemployer contributors to non-trusted, defined benefit plansDefined benefit plan contributors that recognize a less-than-substantial portion of the collective TPL/TOL of a non-trusted plan

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **DEFINED CONTRIBUTION PLANS NOT HELD IN TRUST OR EQUIVALENT ARRANGEMENT**		
○	○	○			13-622-00	Explanation: The information should be disclosed for each defined contribution pension/OPEB plan to which an employer is required to contribute.		
○	○	○			13-622-01	If the government participates as an employer in a defined contribution pension/OPEB plan that is NOT *administered through a trust or equivalent arrangement* , **that is not a special funding situation**, do the notes provide additional information for the plan? If so, do the notes include: (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution pension/OPEB plan? (2) A brief description of the benefit terms (including terms, if any, related to vesting and forfeitures and the policy related to the use of forfeited amounts) and the authority under which benefit terms are established or may be amended? (3) Indication that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB codification P24.101 and P54.101, each criterion that the trust does not meet should be disclosed. (4) Identify the authority under which requirements for the employer and nonemployer contributing entities, if any, to pay pensions/OPEB as the benefits come due are established or may be amended. Also, do the notes include the amount paid by the government nonemployer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed? (5) The amount of pension/OPEB expense recognized for the reporting year? (6) The amount of forfeitures reflected in pension/OPEB expense for the reporting year? (7) The amount of the employer's liability outstanding at the end of the year, if any?	GASB Cod. Sec. P24.111 GASB Cod. Sec. P54.110	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – non-trusted plans - Defined contribution plans
○	○	○			13-622-02	If the government participates as an nonemployer in a defined contribution pension/OPEB plan that is NOT administered through a trust or equivalent arrangement, **that is a special funding situation**, do the notes provide additional information for the plan? If so, do the notes include:		
○	○	○			13-622-02-1	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation and is the government required to contribute a **substantial proportion** of the total contributions from the employer and nonemployer contributing entities? If so, do the notes provide all of the information on the arrangement required by GAAP? (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution pension/OPEB plan? (2) A brief description of the benefit terms (including terms, if any, related to vesting and forfeitures and the policy related to the use of forfeited amounts) and the authority under which benefit terms are established or may be amended? (3) Indication that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB Statements 68 and 75, each criterion that the trust does not meet should be disclosed. (4) Identify the authority under which requirements for the employer and nonemployer contributing entities, if any, to pay pensions/OPEB as the benefits come due are established or may be amended? Also, do the notes include the amount paid by the government nonemployer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed? (5) The amount of expense recognized by the governmental nonemployer contributing entity in the reporting year as a result of the special funding situation? (6) The amount of forfeitures reflected in expense recognized by the governmental nonemployer contributing entity? (7) The proportion of the total pension/OPEB expense for pensions/OPEB provided through the pension/OPEB plan that is represented by the governmental nonemployer contributing entity's expense? (8) The amount of the governmental nonemployer contributing entity's liability resulting from the special funding situation outstanding at the end of the year (if any)?	GASB Cod. Sec. P24.118 GASB Cod. Sec. P54.117	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – non-trusted plans - Defined contribution plan nonemployer contributors of a substantial portion of total contributions
○	○	○			13-622-02-2	Does the government's obligation as a nonemployer contributing entity meet the definition of a special funding situation, but the government is required to contribute a **less than substantial proportion** of the total contributions from the employer and nonemployer contributing entities? If so, do the notes provide all of the information on the arrangement required by GAAP? (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution pension/OPEB plan? (2) Indication that there are no assets accumulated in a GASB-compliant trust? If pensions/OPEB are provided through a pension/OPEB plan that is administered through a trust and that trust does not meet the criteria of GASB codification P22.101 and P52.101, each criterion that the trust does not meet should be disclosed. (3) Identify the authority under which requirements for the employer and nonemployer contributing entities, if any, to pay pensions/OPEB as the benefits come due are established or may be amended? Also, do the notes include the amount paid by the government nonemployer for pensions/OPEB as the benefits came due during the reporting period, if not otherwise disclosed? (4) The nonemployer contributing entity's pension/OPEB expense recognized during the reporting year as a result of the special funding situation and the proportion of the total pension/OPEB expense provided through the pension/OPEB that is represented by the nonemployer contributing entity's expense? (5) The amount of the governmental nonemployer contributing entity's liability outstanding at the end of the year (if any)?	GASB Cod. Sec. P24.119 GASB Cod. Sec. P54.118	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – non-trusted plans - Defined contribution plan contributors of a less-than-substantial portion of total contributions
○	○	○			13-623-01	If the government has a legal obligation to make contribution benefit payments directly to employees, but the government's involvement does not meet definition of a special funding situation, do the notes include the following? (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution pension/OPEB plan? (2) The amount of expense recognized by the governmental nonemployer contributing entity in the reporting year through the defined contribution plan an the amount, if any, of the nonemployer entity's liability outstanding at the end of the year?	GASB Cod. Sec. P24.121 GASB Cod. Sec. P54.120	eGAAFR Chapter 20 - Employers' disclosures for defined contribution plansIndividual disclosures for each defined contribution plan – non-trusted plans - Defined contribution plan contributors that are not in special funding situations

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **OTHER PENSION/OPEB DISCLOSURE - SEPARATELY FINANCED SPECIFIC LIABILITY**		
○	○	○			13-625-01	Does the government, either as an individual employer government or individual governmental nonemployer contributing entity, report a separately financed specific liability to a defined benefit pension/OPEB plan? If so, do the notes disclose: (1) The amount of such payables outstanding at the end of the reporting year? (2) The significant terms related to the payables, and a description of what gave rise to each of the payables? Explanation: Examples of separately financed specific liabilities to a plan include long-term amounts recognized for legally or contractually deferred contributions with separate payment schedules and amounts assessed to an individual employer upon joining a multiple-employer plan. Such amounts normally become due and payable pursuant to contractual arrangements or legal requirements.	GASB Cod. Sec. P20.226 GASB Cod. Sec. P50.249	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plansIndividual disclosures for each defined benefit plan – trusted plansPublic cost-sharing plans
						FINANCIAL SECTION **NOTE DISCLOSURES - EMPLOYER PENSION/OPEB PLANS** **NONGOVERNMENTAL DEFINED BENEFIT PLANS**		
○	○	○			13-630-01	If the government's employees are provided benefits through a defined benefit cost-sharing pension/OPEB plan that (a) is not a state or local governmental pension/OPEB plan, (b) is used to provide defined benefit pension/OPEB both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (c) has no predominant state or local governmental employers (either individually or collectively with other state or local governmental employers that provide pension/OPEB through the pension/OPEB plan, are the following disclosures made: (1) The name of the pension/OPEB plan, identification of the public employee retirement system or other entity that administers the pension/OPEB plan, and identification of the pension/OPEB plan as a defined contribution cost-sharing pension/OPEB plan? (2) If the plan issues a separate report and how to obtain the report? (3) A brief description of the number of employees covered, types of benefits provided and the authority for the establishment and amendments of the benefits provided? (4) A brief description of the contribution requirements (basis for determining government's contributions, authority and required contributions rates for employer and employee contributions)? (5) Amount of the government's contributions for the year? (6) Expiration date(s) of collective-bargaining agreements requiring contributions, if any? (7) Description of any minimum contributions required for future periods by the collective-bargaining agreement(s), statutory obligations, or other contractual obligations, if applicable? (8) Whether the government is subject to any provisions regarding withdrawal from the OPEB plan? (9) The balance of any payables at the end of the year, and any significant terms associated with payables, and why the payables exist.	GASB Cod. Sec. P20.230 GASB Cod. Sec. P50.253	eGAAFR Chapter 20 - Employers' disclosures for defined benefit plansIndividual disclosures for each defined benefit plan – trusted plans - Nongovernmental defined benefit plans
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **GENERAL CONSIDERATIONS**		
○	○	○		*	14-001-01	Is all RSI, other than MD&A, located immediately following the notes to the financial statements?	GASB Cod. Sec. 2200.205	eGAAFR Chapter 32 - Introduction
○	○	○			14-001-02	Is the required supplementary information section clearly labeled as such?	Certificate Program requirement	
○	○	○			14-001-03	Has the government refrained from including a reference to the accompanying notes to the financial statements in all the RSI schedules presented?	Certificate Program requirement	
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **BUDGETARY COMPARISON SCHEDULES**		
○	○	○		*	14-700-01	If the government does not present budgetary comparisons for the general fund and all major special revenue funds with legally adopted budgets as basic governmental fund financial statements, does the RSI present these comparisons?	GASB Cod. Sec. 2200.206	eGAAFR Chapter 32 - Budgetary reporting
○	○	○			14-700-02	Is the budgetary comparison titled a schedule rather than a statement?	GASB Cod. Sec. 2400, footnote 1	eGAAFR Chapter 32 - Budgetary reporting
○	○	○		*	14-700-03	Does the schedule include a separate column for the general fund and each annually budgeted major special revenue fund (or if there is a significant perspective difference, a column or columns consistent with the fund, organization, or program structure that the government uses for its legally adopted budget)? Governments that budget in the aggregate rather than by fund should provide their budgetary comparison on the aggregate basis as RSI. In addition, the notes to required supplementary information should provide a reconciliation between the aggregate-level budgetary comparison and the fund-based GAAP financial statements.	GASB Cod. Sec. 2400.102	eGAAFR Chapter 32 - Budgetary reporting
○	○	○		*	14-700-04	Has the government refrained from presenting budgetary comparisons for debt service funds, capital projects funds, permanent funds, major special revenue funds without annual budgets, nonmajor special revenue funds, proprietary funds and fiduciary funds?	GASB Cod. Sec. 2400.702-5, .702-6	eGAAFR Chapter 32 - Budgetary reporting
○	○	○		*	14-700-05	Does the budgetary schedule present the original budget and final amended budget?	GASB Cod. Sec. 2400.102	eGAAFR Chapter 32 - Budgetary reporting
○	○	○		*	14-700-06	Does the budgetary schedule present actual data using the basis of budgeting?	GASB Cod. Sec. 2400.102	eGAAFR Chapter 32 - Budgetary reporting

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	14-700-07	If the presented budgetary comparison does not demonstrate compliance with the legal level of budgetary control, did the government: (1) Present the budgetary comparison schedule at the minimum (functional) level of detail in RSI? (2) Include a second budgetary comparison schedule with the detail at the legal level of budgetary control as other supplementary information in the ACFR (in the combining and individual fund statements and schedules section)? (3) Present separate columns for (1) budgeted amounts and (2) actual expenditures on the budgetary basis? Alternatively, a government may issue a separate budget report which demonstrates compliance at the legal level of budgetary control. If a separate report is issued, did the government: (1) Make the separate report available to the public (e.g., website)? (2) Submit a copy of the separate report to GFOA with the ACFR submission in the Award Management System? (3) Include a reference to the separate report (e.g. web address) in the ACFR? The separate report should be presented using the same fund structure as the budgetary comparisons found in the ACFR. Amounts stated in the separate report should be easily traced to the budgetary comparison level of detail (i.e., function or program level) presented in the ACFR. Include additional reconciliations or schedules, as necessary, to indicate how the amounts in the ACFR and the separate report articulate.	Certificate Program requirement GASB Cod. Sec. 2400.121	eGAAFR Chapter 32 - Budgetary reporting eGAAFR Chapter 34 - Extreme cases
○	○	○			14-700-08	Do the notes to RSI disclose (1) the budgetary basis of accounting, and (2) if applicable, any excesses of expenditures over appropriations in individual funds presented in the budgetary comparison schedule?	GASB Cod. Sec. 2400.103	eGAAFR Chapter 32 - Budgetary reporting
○	○	○			14-700-09	If the basis of budgeting differs from GAAP, is a reconciliation provided in the notes to RSI (if not presented on the face of the schedule)?	GASB Cod. Sec. 2400.103	eGAAFR Chapter 32 - Budgetary reporting
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **MODIFIED APPROACH - INFRASTRUCTURE**		
○	○	○		*	14-705-01	If the government uses the modified approach for one or more networks or subsystems of infrastructure assets, is information on these networks and subsystems provided as RSI: (1) assessed condition for at least last three completed assessments, (2) estimate of the amount needed to maintain or preserve infrastructure assets at the condition level, actual amounts expended on maintenance and preservation for last 5 reporting periods?	GASB Cod. Sec. 1400.118	eGAAFR Chapter 32 - Infrastructure condition and maintenance data
○	○	○			14-705-02	Do notes accompany RSI? If so, do the notes: • Disclose the basis for the condition measurement and the measurement scale used to assess and report condition? • Disclose the condition level at which the government intends to preserve its infrastructure assets? • Disclose the factors that significantly affect trends in the information reported?	GASB Cod. Sec. 1400.119	eGAAFR Chapter 32 - Infrastructure condition and maintenance data
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT PENSION AND OPEB PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT**		
○	○	○			14-710-00	Explanation: Questions 14-701-01 thru 14-719-99 are for RSI that should be made for benefits provided through each pension that is administered through a *trust or equivalent arrangement* in which the government (as an employer) participates. Questions 14-720-01 thru 14-729-99 are for RSI that should be made for benefits provided through each OPEB plan that is administered through a*trust or equivalent arrangement* in which the government (as an employer) participates. A GASB- compliant *trust or equivalent arrangement* is defined in section 13. Applicable RSI for each pension and each OPEB plan should be made separately.		eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT PENSION PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT**		
○	○	○		*	14-710-01	If the government participates as an employer in one or more defined benefit pension plans that are administered through a trust or equivalent arrangement, are schedules of required supplementary information presented for each such plan?	GASB Cod. Sec. P20.146 GASB Cod. Sec. P50.154	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans
○	○	○			14-710-02	For single-employer or agent multiple-employer plans, a 10-year schedule that presents the beginning and ending balances for each of the following items, with the applicable elements included, measured as of the measurement date of the net pension liability: 1) the total pension liability (TPL), 2) the pension plan's fiduciary net position (FNP), and 3) the net pension liability (NPL)?	GASB Cod. Sec. P20.146a	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans
○	○	○			14-710-03	For single-employer and agent multiple-employer plans, a 10-year schedule that presents the following data elements for each year: 1) TPL, 2) FNP, 3) NPL, 4) Plan FNP as a percentage of TPL, 5) **covered payroll**, and 6) NPL as a percentage of **covered payroll**? OPEB: Use covered payroll if contributions are based on a measure of pay; otherwise, use**covered-employee payroll** As a practical matter, the information for this schedule can be combined with the previous schedule to avoid duplication of the common elements, as would be the case, if each schedule was separately presented and included all data elements.	GASB Cod. Sec. P20.146b	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans
○	○	○			14-710-04	Additional information is required for special funding situations. In such situations, are the following disclosed? (1) Collective TPL? (2) FNP? (3) Collective NPL? (4) Nonemployer contributing entities' total proportionate share of the collective NPL (amount)? (5) Employer's proportionate share of the collective NPL (amount)? (6) Covered payroll? (7) Employer's proportionate share of the collective NPL as a percentage of covered payroll? (8) Pension plan's FNP as a percentage of TPL?	GASB Cod. Sec. P20.146.b	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			14-710-05	For cost sharing multiple-employer plans, a 10-year schedule with information measured as of the measurement date of the net pension liability that presents the required elements for each year? (1) The employer's proportion (percentage) of the collective net pension liability? (2) The employer's proportionate share (amount) of the collective net pension liability? (3) The employer's covered payroll? (4) The employer's proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered payroll? (5) The pension plan's fiduciary net position as a percentage of the total pension liability? Additional information is required for special funding situations. In such situations, is the following disclosed? (6) The employer's proportion (percentage) of the collective net pension liability? (7) The employer's proportionate share (amount) of the collective net pension liability? (a) (8) The portion of the nonemployer contributing entities' total proportionate share (amount) of the collective net pension liability that is associated with th employer ? (b) (9) The total of (a) and (b)? (10) The employer's covered payroll? (11) The employer's proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered payroll? (12) The pension plan's fiduciary net position as a percentage of the total pension liability?	GASB Cod. Sec. P20.183a	eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-710-06	For a single-employer or agent multiple-employer plans, is an actuarially determined contribution (ADC) calculated for the employer government? If so, is a 10-year schedule included that provides information about the ADC (regardless of whether that amount is funded) and identifies whether the information relates to the employers, nonemployer contributing entities, or both? If yes, does the schedule include the required elements for each year? For purposes of this schedule, contributions should include only amounts recognized as additions to the pension plan's fiduciary net position during the employer's fiscal year resulting from actual contributions and from contributions recognized by the pension plan as current receivables. The schedule should include the following items: (1) The ADC of the employer. (a) (2) The amount of the contributions recognized by the plan in relation to the ADC. (b) (3) The difference between (a) and (b). (4) The covered payroll. (5) The amount of the contributions recognized by the plan in relation to the ADC as a percentage of covered payroll. OPEB: Use covered payroll if contributions are based on a measure of pay; otherwise, use covered-employee payroll	GASB Cod. Sec. P20.146c	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans
○	○	○			14-710-07	For any plan (regardless of its type), are the contribution requirements of the employer government established statutorily or contractually? If so, is a 10-year schedule included that provides information about the employer contribution requirements determined as of the employer's most recent fiscal year end? If yes, does the schedule include the required elements for each year? For purposes of this schedule, contributions should include only amounts recognized as additions to the pension plan's fiduciary net position during the employer's fiscal year resulting from actual contributions and from contributions recognized by the pension plan as current receivables. The schedule should include the following items: (1) The statutorily or contractually required employer contributions. (a) (2) The amount of contributions recognized by the plan in relation to the statutorily or contractually required employer contribution. (b) (3) The difference between (a) and (b). (4) The covered payroll. (5) The amount of the contributions recognized by the plan in relation to the statutorily or contractually required employer contribution as a percentage of covered payroll. Note: The amount of covered payroll used should be for the employer's fiscal year, not the measurement date.	GASB Cod. Sec. P20.146d, .183b	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-710-08	Are the applicable notes to the required schedules for a pension plan that is*administered through a trust or equivalent arrangement* included in the RSI section?	GASB Cod. Sec. P20.147, .184	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-710-09	If the government reports one or more defined benefit pension plans (regardless of the type of plan) that are administered through a trust or equivalent arrangement, does RSI either provide a 10-year schedule that presents for each fiscal year the annual money-weighted rate of return on pension plan investments for each plan or indicate how users may obtain a copy of a separately issued report that contains that information for the plan?	GASB Cod. Sec. Pe5.128 -.129	eGAAFR Chapter 36 - Required supplementary information (RSI)

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT PENSION PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT** **NONEMPLOYER CONTRIBUTING ENTITY**		
○	○	○			14-711-01	14.5 If the government is a nonemployer contributing entity to a defined benefit pension plan that is *administered through a trust or equivalent arrangement* and the government recognizes *a substantial* proportion of the collective net pension liability, is all applicable 10-year information and notes included as RSI? 10-year schedule with the following information: (1) The governmental nonemployer contributing entity's proportion (percentage) of the collective net pension liability? (2) The governmental nonemployer contributing entity's proportionate share (amount) of the collective net pension liability? (3) The pension plan's fiduciary net position as a percentage of the total pension liability? If the contributions statutorily or contractually established, is a 10-year schedule presenting the following for each year: (1) The governmental nonemployer contributing entity's statutorily or contractually required contribution (excluding any amounts associated with payables to the pension plan that arose in a prior fiscal year and those associated with separately financed specific liabilities of the individual governmental nonemployer contributing entity to the pension plan)? (2) The amount of contributions recognized by the pension plan in relation to the governmental nonemployer contributing entity's statutorily or contractually required contribution? (3) The difference between the governmental nonemployer contributing entity's statutorily or contractually required contribution and the amount of contributions recognized by the pension plan in relation to its statutorily or contractually required contribution?	GASB Cod. Sec. P20.218	eGAAFR Chapter 32 - Contributors that recognize a substantial portion of the collective NPL/NOL (trusted plans)
○	○	○			14-711-02	14.6 If the government is a nonemployer contributing entity to a defined benefit pension plan that is *administered through a trust or equivalent arrangement* and the government recognizes *less than a substantial proportion* of the collective net pension liability, is all applicable 10- year information included as RSI? (1) The governmental nonemployer contributing entity's proportionate share (amount) of the collective net pension liability? (2) The amount of contributions to the pension plan from the governmental nonemployer contributing entity?	GASB Cod. Sec. P20.221	eGAAFR Chapter 32 - Contributors that recognize a less-than-substantial portion of the collective NPL/NOL (trusted plans)
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT PENSION PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT** **NONGOVERNMENTAL DEFINED BENEFIT PLANS**		
○	○	○			14-713-01	If the government's employees are provided benefits through a defined benefit cost-sharing pension plan that (a) is not a state or local governmental pension plan, (b) is used to provide defined benefit pension both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (c) has no predominant state or local governmental employers (either individually or collectively with other state or local governmental employers that provide pension through the pension plan, is a schedule of required contributions for 10 most recent years included for each pension plan meeting the criteria?	GASB Cod. Sec. P20.231	eGAAFR Chapter 32 - Employers in cost-sharing nongovernmental defined benefit plans
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT OPEB PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT**		
○	○	○		*	14-720-01	If the government participates as an employer in one or more defined benefit OPEB plans *that are administered through a trust or equivalent arrangement*, are schedules of required supplementary information presented for each such plan? If so, do they include:	GASB Cod. Sec. P50.154, .197	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans
○	○	○			14-720-02	For single-employer or agent multiple-employer plans, a 10-year schedule that presents the beginning and ending balances for each of the following items, with the applicable elements included, measured as of the measurement date of the net OPEB liability: (1) the total OPEB liability (TOPEBL), (2) the OPEB plan's fiduciary net position (FNP), and (3) the net OPEB liability (NOPEBL)?	GASB Cod. Sec. P50.154a	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans
○	○	○			14-720-03	For single-employer and agent multiple-employer plans, a 10-year schedule that presents the following data elements for each year: (1) TOPEBL, (2) FNP, (3) NOPEBL, (4) Plan FNP as a percentage of TOPEBL, (5) Covered payroll or covered employee payroll (see below), and (6) NOPEBL as a percentage of covered payroll (or covered-employee payroll)? As a practical matter, the information for this schedule can be combined with the previous schedule to avoid duplication of the common elements, as would be the case, if each schedule was separately presented and included all data elements. Note: For OPEB plans, use **covered payroll** if contributions are based on pay; otherwise, **covered-employee payroll** should be used in the above ratios. Additional information is required for special funding situations. In such situations, is the following disclosed? (7) TOPEBL? (8) FNP? (9) Collective NOPEBL? (10) Nonemployer contributing entities' total proportionate share of the collective NOPEBL (amount)? (11) Employer's proportionate share of the collective NOPEBL (amount)? (12) Covered payroll (if contributions based on a measure of pay, otherwise covered- employee payroll)? (13) Employer's proportionate share of the collective NOPEBL as a percentage of covered payroll (or covered-employee payroll)? (14) OPEB plan's FNP as a percentage of TOPEBL?	GASB Cod. Sec. P50.154b	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			14-720-04	For cost sharing multiple-employer plans, a 10-year schedule with information measured as of the measurement date of the net OPEB liability that presents the following required elements for each year? (1) The employer's proportion (percentage) of the collective net OPEB liability? (2) The employer's proportionate share (amount) of the collective net OPEB liability? (3) Employer's covered payroll (if contributions based on a measure of pay, otherwise covered-employee payroll)? (4) The employer's proportionate share (amount) of the collective net OPEB liability as a percentage of the employer's covered payroll (or covered-employee payroll)? (5) The OPEB plan's fiduciary net position as a percentage of the total OPEB liability? Additional information is required for special funding situations. In such situations, is the following disclosed? (6) The employer's proportion (percentage) of the collective net OPEB liability? (7) The employer's proportionate share (amount) of the collective net OPEB liability? (a) (8) The portion of the nonemployer contributing entities' total proportionate share (amount) of the collective net OPEB liability that is associated with the employer? (b) (9) The total of (a) and (b)? (10) The employer's covered payroll (if contributions based on a measure of pay, otherwise covered-employee payroll)? (11) The employer's proportionate share (amount) of the collective net OPEB liability as a percentage of the employer's covered payroll (or covered-employee payroll)? (12) The OPEB plan's fiduciary net position as a percentage of the total OPEB liability?	GASB Cod. Sec. P50.197	eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-720-05	For a single-employer or agent multiple-employer plan, is an actuarially determined contribution (ADC) calculated for the employer government? If so, is a 10-year schedule included that provides information about the ADC (regardless of whether that amount is funded) and identifies whether the information relates to the employers, nonemployer contributing entities, or both? If yes, does the schedule include the required elements for each year? For purposes of this schedule, contributions should include only amounts recognized as additions to the pension plan's fiduciary net position during the employer's fiscal year resulting from actual contributions and from contributions recognized by the OPEB plan as current receivables). The schedule should include the following items: (1) The ADC of the employer. (a) (2) The amount of the contributions recognized by the plan in relation to the ADC. (b) (3) The difference between (a) and (b). (4) The employer's covered payroll (if contributions based on a measure of pay, otherwise covered-employee payroll). (5) The amount of the contributions recognized by the plan in relation to the ADC as a percentage of covered payroll (or covered-employee payroll).	GASB Cod. Sec. P50.154c	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans
○	○	○			14-720-06	For any plan (regardless of its type), are the contribution requirements of the employer government established either statutorily or contractually? If so, is a 10-year schedule included that provides information about the employer contribution requirements determined as of the employer's most recent fiscal year end? If yes, does the schedule include the required elements for each year? For purposes of this schedule, contributions should include only amounts recognized as additions to the OPEB plan's fiduciary net position during the employer's fiscal year resulting from actual contributions and from contributions recognized by the OPEB plan as current receivables). The schedule should include the following items: • The statutorily or contractually required employer contributions. (a) • The amount of contributions recognized by the plan in relation to the statutorily or contractually required employer contribution. (b) • The difference between (a) and (b). • The employer's covered payroll (if contributions based on a measure of pay, otherwise covered-employee payroll). • The amount of the contributions recognized by the plan in relation to the statutorily or contractually required employer contribution as a percentage of covered payroll (or covered-employee payroll).	GASB Cod. Sec. P50.154d, .197b	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-720-07	Are the applicable notes to the required schedules for an OPEB plan that is administered through a trust or equivalent arrangement included in the RSI section?	GASB Cod. Sec. P50.155, .198	eGAAFR Chapter 32 - Employers in single-employer and agent trusted PEB plans eGAAFR Chapter 32 - Employers in cost-sharing plans
○	○	○			14-720-08	If the government reports one or more defined benefit OPEB plans (regardless of the type of plan) that are administered through a trust or equivalent arrangement, does RSI either provide a 10-year schedule that presents for each fiscal year the annual money-weighted rate of return on pension plan investments for each plan or indicate how users may obtain a copy of a separately issued report that contains that information for the plan?	GASB Cod. Sec. Pe50.130 - .131	eGAAFR Chapter 36 - Required supplementary information (RSI)
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT OPEB PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT** **NONEMPLOYER CONTRIBUTING ENTITY**		
○	○	○			14-721-01	If the government is a nonemployer contributing entity to a defined benefit OPEB plan that is *administered through a trust or equivalent arrangement* and the government *recognizes a substantial proportion* of the collective net OPEB liability, are all applicable 10-year information and notes included as RSI?	GASB Cod. Sec. P50.238-.239	eGAAFR Chapter 32 - Contributors that recognize a substantial portion of the collective NPL/NOL (trusted plans)
○	○	○			14-721-02	If the government is a nonemployer contributing entity to a defined benefit OPEB plan that is *administered through a trust or equivalent arrangement* and the government recognizes *less than a substantial proportion* of the collective net OPEB liability is all applicable 10 year information included as RSI?	GASB Cod. Sec. P50.241	eGAAFR Chapter 32 - Contributors that recognize a less-than-substantial portion of the collective NPL/NOL (trusted plans)

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT OPEB PLANS, HELD IN TRUST OF EQUIVALENT ARRANGEMENT** **NONGOVERNMENTAL DEFINED BENEFIT PLANS**		
○	○	○			14-723-01	If the government's employees are provided benefits through a defined benefit cost-sharing OPEB plan that (a) is not a state or local governmental OPEB plan, (b) is used to provide defined benefit OPEB both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (c) has no predominant state or local governmental employers (either individually or collectively with other state or local governmental employers that provide OPEB through the OPEB plan, is a schedule of required contributions for 10 most recent years included for each OPEB plan meeting the criteria?	GASB Cod. Sec. P50.254	eGAAFR Chapter 32 - Employers in cost-sharing nongovernmental defined benefit plans
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **DEFINED BENEFIT PENSION AND OPEB PLANS, NOT HELD IN TRUST OF EQUIVALENT ARRANGEMENT**		
○	○	○			14-730-00	Explanation: Questions 14-730-XX thru 14-732-XX are for RSI that should be made for benefits provided through each pension and OPEB that ***is NOT administered through a*** *trust or equivalent arrangement* in which the government (as an employer or nonemployer) participates. Applicable RSI for each pension and each OPEB plan should be made separately. Questions 14-730-XX applies to the reporting entity's financial statements. Questions 14-731-XX applies to stand-alone financial statements of members of cost-sharing plan. Questions 14-732-XX applies to non-contributing entities.		eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans not administered through a trust
○	○	○			14-730-01	If the government participates as an employer in one or more defined benefit pension/ OPEB plans*that are NOT administered through a trust or equivalent arrangement*, are schedules of required supplementary information presented for each such plan? If so, do they include:	GASB Cod. Sec. P22.137 GASB Cod. Sec. P52.139	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans not administered through a trust
○	○	○			14-730-02	A 10-year schedule of changes in the total pension/OPEB liability that presents: 1. The beginning balance of the total pension/OPEB liability (TPL/TOPEBL)? 2. The effects during the year of the following items on TPL/TOPEBL? (a) Service cost (b) Interest on the TPL/TOPEBL (c) Changes of benefit terms (d) Differences between expected and actual experience in the measurement of the TPL/TOPEBL (e) Changes of assumptions or other inputs (f) Benefit payments (g) Other changes, separately identified if individually significant 3. The ending balance of the TPL/TOPEBL?	GASB Cod. Sec. P22.137a GASB Cod. Sec. P52.139a	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans not administered through a trust
○	○	○			14-730-03	If there is a **not a special funding situation**, a 10-year schedule that presents: 1. TPL/TOPEBL? 2. Covered-employee payroll? 3. TPL/TOPEBL as a percentage of covered-employee payroll? If there **is a special funding situation**, a 10-year schedule that presents: 1. TPL/TOPEBL? 2. Nonemployer contributing entity's total proportionate amount of the TPL/TOPEBL? 3. Employer's total proportionate amount of the TPL/TOPEBL? 4. Covered-employee payroll? 5. Employer's proportionate amount of TPL/TOPEBL as a percentage of covered- employee payroll? Note: A note should be added which discloses that there are no assets in a trust compliant with GASB codification P22.101 or P52.101.	GASB Cod. Sec. P22.137b GASB Cod. Sec. P52.139b	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans not administered through a trust
○	○	○			14-730-04	Notes to the RSI as required by GAAP, including factors that significantly affect trends in the schedules (changes in benefit terms, changes in size or composition of the population covered by the benefit terms, or use of different assumptions)?	GASB Cod. Sec. P22.138 GASB Cod. Sec. P52.140	eGAAFR Chapter 32 - Employers in defined benefit pension and OPEB plans not administered through a trust
○	○	○			14-731-01	In the stand-alone report of the primary government or its component units that provide pension/OPEB through the same plan*that are NOT administered through a trust or equivalent arrangement*, are the schedules of required supplementary information presented for each such plan? If so, do they include:	GASB Cod. Sec. P22.159 GASB Cod. Sec. P52.163	eGAAFR Chapter 32 - Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			14-731-02	If there is a **not a special funding situation**, a 10-year schedule that presents: 1. The government's percentage of the collective TPL/TOPEBL? 2. The government's proportionate amount of the collective TPL/TOPEBL? 3. The government's covered-employee payroll? 4. The government's proportionate amount of the collective TPL/TOPEBL as a percentage of covered-employee payroll? If there **is a special funding situation**, a 10-year schedule that presents: 1. The government's percentage of the collective TPL/TOPEBL? 2. The government's proportionate amount of the collective TPL/TOPEBL? 3. The portion of the nonemployer contributing entity's total proportionate amount of the collective TPL/TOPEBL that is associated with the government? 4. The total of 2) and 3)? 5. The government's covered-employee payroll? 6. The government's proportionate amount of the collective TPL/TOPEBL as a percentage of covered-employee payroll?	GASB Cod. Sec. P22.159 GASB Cod. Sec. P52.163	eGAAFR Chapter 32 - Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			14-731-03	Notes to the RSI as required by GAAP included? Do the notes include the following? (1) A disclosure that there are no assets in a trust compliant with GASB codification P22.101 or P52.101 to pay related benefits? (2) Factors that significantly affect trends in the schedules (changes in benefit terms, changes in size or composition of the population covered by the benefit terms, or use of different assumptions)?	GASB Cod. Sec. P22.160 GASB Cod. Sec. P52.164	eGAAFR Chapter 32 - Defined benefit plans reported in stand-alone financial statements when a primary government and a component unit provide benefits through the same plan
○	○	○			14-732-01	If the government participates as an nonemployer contributing entity in a special funding situation, in one or more defined benefit pension plans *that are NOT administered through a trust or equivalent arrangement*, are schedules of required supplementary information presented for each such plan? If so, do they include:		eGAAFR Chapter 32 - Governmental nonemployer contributors in pension- or OPEB-related special funding situations
○	○	○			14-732-02	If the government's obligation as a nonemployer contributing entity meets the definition of a special funding situation and the government recognizes *substantial proportion* of the collective total pension/OPEB liability, a 10-year schedule that presents: 1. The nonemployer contributing entity's percentage of the collective TPL/TOPEBL? 2. The nonemployer contributing entity's proportionate amount of the collective TPL/TOPEBL? If the government's obligation as a nonemployer contributing entity meets the definition of a special funding situation and the government does *not recognize a substantial proportion* of the collective total pension/OPEB liability, a 10-year schedule that presents: 1. The nonemployer contributing entity's proportionate amount of the collective TPL/TOPEBL?	GASB Cod. Sec. P22.186 GASB Cod. Sec. P52.194 GASB Cod. Sec. P22.189 GASB Cod. Sec. P52.197	eGAAFR Chapter 32 - Contributors that recognize a substantial portion of the collective TPL/TOL (non-trusted plans) eGAAFR Chapter 32 - Contributors that recognize a less-than-substantial portion of the collective TPL/TOL (non-trusted plans)
○	○	○			14-732-03	Notes to the RSI are required if the government recognizes *a substantial proportion* of the collective total pension/OPEB liability. Do the notes include the following? (1) Disclose that there are no assets in a trust compliant with GASB codification P22.101, or P52.101 to pay related benefits? (2) Factors that significantly affect trends in the schedules (changes in benefit terms, changes in size or composition of the population covered by the benefit terms, or use of different assumptions)?	GASB Cod. Sec. P22.187 GASB Cod. Sec. P52.195	eGAAFR Chapter 32 - Contributors that recognize a substantial portion of the collective TPL/TOL (non-trusted plans)
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **PUBLIC ENTITY RISK POOLS**		
○	○	○		*	14-750-01	If the government sponsors a public-entity risk pool, does the RSI present ten years of data on revenues and claims development (unless the notes contain a reference to a separately issued report)?	GASB Cod. Sec. Po20.147	eGAAFR Chapter 32 - Trend data on revenue and claims development
						FINANCIAL SECTION **REQUIRED SUPPLEMENTARY INFORMATION (RSI)** **OTHER**		
○	○	○			14-799-01	Has the government refrained from including information as required supplementary information that the authoritative accounting literature does not designate as such?	2200.704-5	eGAAFR Chapter 32 - Introduction
						FINANCIAL SECTION **COMBINING AND INDIVIDUAL FUND INFORMATION AND OTHER SUPPLEMENTARY INFORMATION**		
○	○	○			15-001-00	Explanation: A government with the full complement of fund types could have up to seven sets of combining fund financial statements, as follows: • Combining statements – nonmajor governmental funds • Combining statements – nonmajor enterprise funds • Combining statements – internal service funds • Combining statements – private-purpose trust funds • Combining statements – pension (and other employee benefit) trust funds • Combining statements – investment trust funds • Combining statements – custodial funds Governments often present other schedules either to demonstrate legal compliance or to provide additional financial information of potential benefit to financial statement users. If these schedules relate to a given set of financial statements (e.g. governmental funds), they typically are placed immediately following those statements. If not, they are placed in a separate section at the end of the financial section of the ACFR.		eGAAFR Chapter 33 - Financial section-Combining financial statements (nonmajor funds and discretely presented component units)
○	○	○		*	15-001-01	Does the financial section include a combining statement to support every column in the basic fund financial statements that aggregates data from more than one fund? Each individual fund should be presented. Each nonmajor governmental fund should include a caption identifying its fund type.	GASB Cod. Sec. 2200.208	eGAAFR Chapter 33 - Financial section-Combining financial statements (nonmajor funds and discretely presented component units)
○	○	○		*	15-001-01-1	Do the combining statements for pension (and other employee benefit) trust funds report separate columns for each individual plan?	GASB Cod. Sec. 2200.208, footnote 55 GASB Cod. Sec. Sp20.117	eGAAFR Chapter 33 - Financial section-Combining financial statements (nonmajor funds and discretely presented component units)
○	○	○		*	15-001-01-2	Do the combining statements for investment trust funds report separate columns for each individual governmental external investment pool and individual investment account? Note: Each individual pool must be reported separately, however the individual accounts (i.e., the amount attributable to each entity that participates in the pool) do not need to be separately reported or disclosed.	GASB Cod. Sec. I50.136, .138	
○	○	○		*	15-001-01-3	Does each combining statement include a total column which is easily traceable to the corresponding column in the basic fund financial statements?	GASB Cod. Sec. 2200.208	eGAAFR Chapter 33 - Financial section-Combining financial statements (nonmajor funds and discretely presented component units)

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○		*	15-001-02	Does the financial section include combining statements for individual discretely presented component units that are not reported as either (1) a separate column in the government- wide financial statements or (2) a separate column in a component unit combining statement included within the basic financial statements? The combining statements should include total columns that are easily traceable to the corresponding column in the basic fund financial statements. The presentation of fund financial statements for discretely presented component units is not a substitute for the presentation of combining statements whe there are more than one discretely presented component units. Combining statements must be presented that include information for each discretely presented component unit and that support the aggregated columns and rows that the government-wide financial statements present for discretely presented component units.	GASB Cod. Sec. 2200.209	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○			15-001-02-1	If the government includes condensed financial statements for its discretely presented component units in the notes, does the financial section of the ACFR include full combining statements for these discretely presented component units?	GASB Cod. Sec. 2200.209	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○			15-001-03	If a discretely presented component unit does not issue a separate report, is all of the fund information normally required by GAAP provided in the financi section of the primary government's ACFR?	GASB Cod. Sec. 2200.209	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○			15-001-04	If individual fund financial statements are presented, are they located in the subsection to which they relate, behind the combining financial statements, and sequenced in the same order as the related columns in the combining financial statements?	GASB Cod. Sec. 2200.208	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○		*	15-001-05	If the financial reporting entity includes blended component units, has the government reclassified the general funds of the blended component units as special revenue funds?	GASB Cod. Sec. 2600.114	eGAAFR Chapter 6 - Blended component units
○	○	○			15-001-06	If individual fund financial statements are presented, do they provide additional information not already contained in the combining financial statements?		eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○		*	15-001-07	If the budgetary comparisons included within the basic financial statements or RSI for the general fund and annually budgeted major special revenue funds do not demonstrate compliance at the legal level of budgetary control, does the governmental fund subsection of the financial section provide budgetary comparison schedules that do achieve this objective?	GASB Cod. Sec. 2400.104	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
○	○	○		*	15-001-07-1	Explanation: The legal level of budgetary control is the lowest level at which a government's management may not reallocate resources without special approval of the governing body. In certain extreme cases, the legal level of budgetary control may be so detailed that it is not practical to demonstrate compliance within the ACFR itself. In such cases, a separate, publically available, budgetary report may be issued to demonstrate compliance at the legal level of budgetary control, provided the ACFR contains a reference to the existence of this separately issued report, in the notes to the financial statements. This reference to a separately issued budgetary report, however, does not eliminate the need to present budgetary comparisons within the ACFR for all individual governmental funds with legally adopted annual budgets. Rather, the level of detail needed for the individual fund budgetary comparisons need not exceed the level associated with the basic financial statements (that is, expenditures by function). If a separate report is issued, the government should: (1) Make the separate report available to the public (e.g., website). (2) Submit a copy of the separate report to GFOA with the ACFR submission in the Award Management System. (3) Include a reference to the separate report (e.g., web address) in the ACFR, in the notes to the financial statements. (4) Ensure that the amounts stated in the separate are easily traced to the budgetary comparison level of detail (i.e. function or program level) presented in the ACFR. It may be necessary to include additional reconciliations or schedules, to indicate how the amounts in the ACFR and the separate report articulate.	GASB Cod. Sec. 2400.121	eGAAFR Chapter 34 - Level of budgetary control
○	○	○		*	15-001-08	Does the governmental fund subsection of the financial section provide budgetary comparison schedules that demonstrate compliance at the legal level of budgetary control for all other governmental funds with legally adopted annual budgets, using the budgetary basis of accounting?	GASB Cod. Sec. 2400.104-.105	eGAAFR Chapter 33 - Financial section-Individual fund and discretely presented component unit financial statements
						SECTIONS 16 AND 17 HAVE BEEN OMITTED FROM THIS GENERAL PURPOSE CHECKLIST **Section 16 is used for the questions in the Investment Section used in the Pension and Other Postemployment Benefit Systems and in the Cash and Investment Pools report checklists. Section 17 is used for questions in for the Actuarial Section of Pension and Other Postemployment Benefit Systems report checklist. https://www.gfoa.org/opeb-checklist**		
						STATISTICAL SECTION		
○	○	○			18-800-00	The Statistical section presents information about the government in five main categories: Financial Trends, Revenue Capacity, Debt Capacity, Demographic and Economic Information, and Operating Information. The Statistical section provides the users of the financial statements a historical background on how the government has performed by reporting multi-year data. The Statistical section should focus on the primary government. Details on each table can be found in GASB Statement 44 or Codification Section 2800. Most tables require ten years of data to be presented or the data for current year and nine years prior. Governments should disclose the reason when ten years of data is not presented in a table that normally requires ten years, if applicable. In the same way, disclose the reason when the required data is not presented in a table for the period nine years prior to the current period, if applicable.	GASB Cod. Sec. 2800.102-.105 Certificate Program requirement	eGAAFR Chapter 35 - Background
○	○	○		*	18-800-01	Does the report include a statistical section?	GASB Cod. Sec. 2800.701-1	eGAAFR Chapter 35 - Background
						STATISTICAL SECTION **FINANCIAL TRENDS**		
○	○	○			18-801-01	Net Position – Does the statistical section separately present net position of governmental activities, business-type activities, and the total primary government by the three individual components of net position (i.e., net investment in capital assets, restricted, and unrestricted)?	GASB Cod. Sec. 2800.108	eGAAFR Chapter 35 - Ten-year trend information on the components of net position

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			18-801-02	Changes in Net Position – Does the statistical section separately present the changes in net position of governmental activities, business-type activities, and the total primary government (i.e., expenses by function, program, or identifiable activity; program revenues by category; significant charges for services revenues presented by function, program, or identifiable activity; total net (expense) revenue; general revenues and other changes in net position by type; and total change in net position)?	GASB Cod. Sec. 2800.109	eGAAFR Chapter 35 - Ten-year trend information on changes in net position
○	○	○	BTA		18-801-03	Changes in Net Position – Does the statistical section separately present the changes in net position of the stand-alone BTA (i.e., operating revenues and expenses presented separately from nonoperating revenues and expenses; revenues presented by major source; operating and nonoperating expenses presented (at the level of detail reported in the statement of revenues, expenses and changes in net position); other changes in net position presented if applicable (e.g., capital contributions, special items); and total change in net position)?	GASB Cod. Sec. 2800.109a	eGAAFR Chapter 35 - Ten-year trend information on changes in net position
○	○	○			18-801-04	Fund Balances – Does the statistical section separately present information on the fund balances for the general fund and all other governmental funds in the aggregate by the individual components of fund balance (i.e., nonspendable, restricted, committed, assigned, and unassigned)? Note: It is only necessary for a government to apply the GASB Statement No. 54 categories prospectively beginning with the year that the pronouncement is implemented. In that case, an explanation of the nature of the differences from the prior information should be provided on the table.	GASB Cod. Sec. 2800.111a	eGAAFR Chapter 35 - Ten-year trend information on fund balances
○	○	○			18-801-05	Changes in Fund Balances – Does the statistical section present the changes in fund balances for total governmental funds (i.e., revenues by source; expenditures by function, including debt service by principal and interest; other financing sources and uses and other changes in fund balance by type; and total change in fund balances? If so:	GASB Cod. Sec. 2800.111b	eGAAFR Chapter 35 - Ten-year trend information on changes in fund balances
○	○	○			18-801-06	Is a ratio of total debt service expenditures to noncapital expenditures presented? Explanation: The amount of noncapital expenditures of governmental funds excludes the expenditures that are reported as capital assets on the accrual basis (i.e., in the government-wide financial statements). The total amount of noncapital expenditures excludes not only those amounts that are reported in governmental funds as a separate capital outlay line item, but also the amounts that are included within functional expenditure categories. Conversely, "capital outlay" for items that do not meet the capitalization threshold should be included as noncapital expenditures.	GASB Cod. Sec. 2800.111b, footnote 5	eGAAFR Chapter 35 - Ten-year trend information on changes in fund balances
						STATISTICAL SECTION **REVENUE CAPACITY**		
○	○	○			18-802-01	Revenue Base – Does the statistical section present information for the major components of the revenue base of the government's most significant source of own- source revenue (i.e., the direct rate applied; assessed value by component (if property tax is used); total estimated actual value of taxable property (if property tax is used))?	GASB Cod. Sec. 2800.112-.114	eGAAFR Chapter 35 - Information about the revenue base (ten years)
○	○	○	BTA		18-802-01-1	At a minimum, the enterprise fund must present information for its most significant own-source revenue. Generally, the largest own-source revenue will be a charge for service (e.g., usage charges for utilities, landing fees for airports, tuition for colleges, passenger fares for transit authorities). However, if an enterprise fund has a second own-source revenue that is nearly as significant as the first, it should also consider presenting information for that second revenue source.	GASB Cod. Sec. 2800.709-6	eGAAFR Chapter 35 - Information on revenue capacity
○	○	○			18-802-02	Direct Rate – Does the statistical section present each individual direct rate applied to the revenue base for the government's most significant own-source revenue and the total of those rates, as well as the rates of overlapping governments that are applied to that same revenue base?	GASB Cod. Sec. 2800.115-.117	eGAAFR Chapter 35 - Information about revenue rates (ten years)
○	○	○			18-802-03	Principal Revenue Payers – Does the statistical section present information about the payers or remitters, as appropriate, for the government's largest own-source revenue for the current fiscal year and the fiscal year ended nine years prior?	GASB Cod. Sec. 2800.118-.119	eGAAFR Chapter 35 - Information about principal revenue payers (current year and nine years prior)
○	○	○	BTA		18-802-03-1	If an enterprise fund does not have any principal payers because all payers remit approximately the same amount, the schedule of principal payers need not be presented. In this case, the enterprise fund could include information that describes important characteristics that affect how much is paid by an individual payer. For example, higher education institutions would not normally have information about principal payers of tuition, but could provide information about the resident versus nonresident status of students. When legal prohibitions do not allow for the presentation of information by individual payers, enterprise funds should present alternative information. For example, rather than the inclusion of individual payers, an enterprise fund could present a schedule that shows the amount of revenue by payer type.	GASB Cod. Sec. 2800.712-3	eGAAFR Chapter 35 - Information about principal revenue payers (current year and nine years prior)
○	○	○			18-802-04	Property Taxes – Does the statistical section present information for the government's property taxes (i.e., amount levied for each year presented, amount of the levy collected prior to the end of the year for which it is levied and the percentage that those collections represent of the total levy, amount of collections in subsequent years, the total amount of the levy collected to date, and the percentage of the total levy collected to date)?	GASB Cod. Sec. 2800.120	eGAAFR Chapter 35 - Information about property tax levies and collections (ten years)
						STATISTICAL SECTION **DEBT CAPACITY**		
○	○	○			18-803-01	Legal Debt Margin – If the government is subject to a legal debt limit, does the statistical section present the calculation of the government's legal debt margin for the last 10 fiscal years, including the current fiscal year?	GASB Cod. Sec. 2800.128	eGAAFR Chapter 35 - Information about debt limitations (ten years/current year)
○	○	○			18-803-02	Ratios of Outstanding Debt by Type – Does the statistical section separately present by type the outstanding debt of governmental activities and business-type activities, as well as include the total outstanding debt for the primary government? If so, does it include: (1) The ratio of total outstanding debt to personal income? (2) The total personal income if not already presented with other demographic information? (3) The amount of total outstanding debt per capita? Note: The amount of debt should also include any premiums and discounts associated with the debt.	GASB Cod. Sec. 2800.122-.123	eGAAFR Chapter 35 - Ratios of outstanding debt (ten years)
○	○	○	BTA		18-803-02-1	If personal income information is not an appropriate denominator for the enterprise fund, another appropriate economic base should be used to calculate the amount. A public utility could use the number of customers, colleges and universities could use number of students.	GASB Cod. Sec. 2800.123, .715-5	eGAAFR Chapter 35 - Ratios of outstanding debt (ten years)
○	○	○			18-803-03	Ratios of General Bonded Debt Outstanding – Does the statistical section present data on general bonded debt or net bonded debt for each type of debt and in total that will be repaid by general government resources and include a ratio of general bonded debt or net general bonded debt to estimated actual value of taxable property; and a ratio of net general bonded debt per capita? Note: If the government has accumulated resources that are restricted for the repayment of outstanding debt principal, those amounts should be separately presented and deducted from the total outstanding debt to arrive at the amount of net general bonded debt.	GASB Cod. Sec. 2800.124-.125	eGAAFR Chapter 35 - Ratios of general bonded debt (ten years)
○	○	○			18-803-04	Direct and overlapping debt – Does the statistical section present the required information about direct and overlapping debt for governmental activities for the current fiscal year? Note: The direct debt should include all the long-term debt in governmental activities.	GASB Cod. Sec. 2800.126-.127	eGAAFR Chapter 35 - Information about direct and overlapping debt (current year only)

Yes	No	N/A	Special Unit	* Item	Question No.	Checklist Question	Citations	eGAAFR reference
○	○	○			18-803-05	Pledged Revenue Coverage – Does the statistical section include coverage information for non-general obligation debt that is secured by a pledged revenue stream for past 10 years?	GASB Cod. Sec. 2800.129	eGAAFR Chapter 35 - Information about pledged-revenue coverage (ten years)
						STATISTICAL SECTION		
						DEMOGRAPHIC AND ECONOMIC INFORMATION		
○	○	○			18-804-01	Does the statistical section present demographic and economic indicators including population, total personal income (if not presented with ratios of outstanding debt), per capita personal income, and unemployment rate?	GASB Cod. Sec. 2800.130-.132	eGAAFR Chapter 35 - Demographic and economic indicators (ten years)
○	○	○			18-804-02	Principal employers – Does the statistical section provide information about the largest ten employers in the government's jurisdiction for the current year and nine years prior?	GASB Cod. Sec. 2800.133	eGAAFR Chapter 35 - Principal employers (current year and nine years prior)
○	○	○			18-804-03	Does the statistical section provide operating information for the government including number of employees, level of demand for services, and capital assets? It is not necessary for governments to begin collecting information to present in this category. Instead, governments should choose relevant items from information that is already available.	GASB Cod. Sec. 2800.134, .725-1	eGAAFR Chapter 35 - Operating information
○	○	○	School		18-804-04-1	To supplement the information normally provided for employees, the school district should consider providing the following information about teachers: salary ranges, number of teachers in each salary range, average salary, and education levels. To supplement the information normally provided for the level of demand for services the school district should consider providing the following ratios unique to school districts: cost per student, teacher to student ratio, percentage of student body receiving subsidized lunches. To supplement the information normally provided for capital assets the school district should consider providing the following information on individual school buildings: age, square footage, capacity, percentage of capacity currently in use.		eGAAFR Chapter 38 - Statistical section
						OTHER CONSIDERATIONS		
○	○	○			19-001-01	Is the report free of inconsistencies? (If not, please specify.)	Certificate Program requirement	
○	○	○			19-001-02	If the government participated in the Certificate of Achievement for Excellence in Financial Reporting Program in the immediately preceding fiscal year, has the government adequately remedied or otherwise responded to the comments and suggestions generated by the previous review? (If not, please specify.)		eGAAFR Chapter 33 - GFOA Certificate of Achievement for Excellence in Financial Reporting

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 5. 23-1211 2/14/2023

Title and Board Action Requested
Approve Proclamation No. P23-006, Black History Month 2023

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby requests the Board approve Proclamation number P23-006, acknowledging February 2023 as "Black History Month".

My Contact
Karen Jordan
Public Information Officer
(352) 797-7009 ext. 129

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
$ 0.00. See attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

HERNANDO SCHOOL DISTRICT

Proclamation No. P23-006
Recognizing February as "Black History Month"
in the Hernando School District

WHEREAS, the month of February is set aside each year to honor, celebrate and remember the struggles, achievements, sacrifices and contributions Black Americans have made on behalf of the United States of America and the World; and

WHEREAS, the recognition of Black History Month is an opportune time to salute the achievements of the past, gain insight for the present, inspire progress for the future and teach the children about heroes of color; and

WHEREAS, the honoring of Black History in America dates back to 1926 and is now recognized and remembered with month-long celebrations to honor and affirm the importance of Black History throughout our American experience; and

WHEREAS, Black History Month celebrates the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, Black Educators have played a prominent role in the history of education in Hernando County, serving in every capacity from Bus Driver, to Teacher, to Principal, to School Board Member; and

WHEREAS, during Black History Month, all Americans are encouraged to reflect on the rich history and teaching of African Americans and bear witness to the progress and achievements they have made throughout our region;

THEREFORE BE IT RESOLVED that the Hernando County School Board is pleased to proclaim the month of February 2023 to be BLACK HISTORY MONTH in Hernando Schools.

Adopted at the regular session of the School Board meeting held on this 14th day of February 2023.

Gus Guadagnino **Board Chair**	**John Stratton** **Superintendent**

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 6. 23-1248 2/14/2023

Title and Board Action Requested
Approval of the Minutes from the Workshop and Regular School Board Meeting of January 24, 2023.

Executive Summary
The Superintendent of Schools, hereby requests the Board approve the minutes.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
352-797-7253

2018-23 Strategic Focus Area
Other

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0. If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved.

Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, January 24, 2023 **12:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Gus Guadagnino
Susan Duval
Mark Johnson
Shannon Rodriguez

Absent: Linda Prescott

The Workshop was called to order at 12:02 P.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent. Board Member Linda Prescott was absent.

PRESENTATIONS

1. **23-1160** The State of School Safety Presentation. This discussion will be closed to the public in accordance with F.S. 119.071(3) (a) and 281.301.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Board Chair Guadagnino explained that this item will be closed to the public in accordance with F.S. 119.071(3) (a) and 281.301. The Board recessed at 12:03 P.M for the shade session. All present in the room: Jill Renihan, Heather Martin, John Stratton, Nancy Alfonso, Kelly Pogue, Mark Johnson, Shannon Rodriguez, Gus Guadagnino, and Susan Duval. The Board reconvened at 1:04 P.M.

2. **23-1137** B.E.S.T. Academy Charter Renewal Request

Attachments: BEST Renewal Request Letter
2020-2021 Accountability Report and Fiscal Year 2022 Capital Outlay Report
2022 Independent Auditor's Report
Original 2013 BEST Charter
BEST 2018 Amendment
BEST 2020 Amendment
BEST School Grade District-wide Comparison - 2021-2022
2021-2022 Hernando County School District School Grade Landscape BEST 2018 - 2022 School Grades
BEST 2020-2021 - 2021-2022 Data Profile
2022 F.S. 1002.33
2019-2020 District Annual Review with School Board Memorandum
2020-2021 District Annual Review with School Board Memorandum
2021-2022 District Annual Review with School Board Memorandum
BEST Completed Renewal Application
Hernando County School District Charter Renewal Tool Evaluation Tool - Final
HCSD B.E.S.T. Academy Charter Renewal Application Review Select Committee 2023
Budget Sheet

Dawn Williams, Supervisor of School Choice came forward to introduce this item. Mrs. Jamie Young, Principal of BEST Academy and Mrs. Patricia Laird, BEST Board Chair were in attendance to answer questions addressed by the Board. Vice Chair Duval questioned the dates of the last Board trainings. She also requested a governance review and for the information to be reported back to this Board in June. Ms. Duval would like the district to review the evaluation tool again. Board Member Rodriguez questioned the bylaws. Jennifer Ray, Legal Counsel for BEST Academy stated that they are in the process of reviewing them now and that it was probably 3-4 years ago since the last review.

3. **23-1147** Review of the District's Tentative 2022-2023 5-Year Work Plan by James Lipsey.

Attachments: 23-1147 5-Year Work Plan WORKSHOP
23-1147 5-Yr Work Plan Report (DRAFT).pdf
23-1147 Budget Sheet

The Board recessed at 1:24 P.M. and reconvened at 1:41 P.M.

Brian Ragan, Director of Facilities and Construction and James Lipsey, Manager of Planning, Design and Construction came forward to present this item. Joyce McIntyre, Director of Finance also came forward to answer questions addressed by the Board.

4. **23-1150** Presentation of the 2022-23 Student Population Forecast & Proposed Rezoning, by Davis Demographics

Attachments: 23-1150 2022-32 Forecast & Rezoning PRESENTATION v.F2
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

The Board recessed at 2:57 P.M. and reconvened at 3:03 P.M.

Jim Lipsey, Manager of Planning, Design and Construction, Ralph Leath, Director of Transportation, Sophia Watson, Director of Adult and Technical Ed, and Lorne Woods, VP of Davis Demographics came forward to present this item. After the presentation, Mr. Johnson requested another Board Workshop before the Public Hearing on February 28th. Mr. Stratton agreed.

The Board recessed at 4:15 P.M. and reconvened at 4:25 P.M.

5. **23-1148** Presentation of the Office of Safe Schools reorganization and Job Description changes.

Attachments: Copy of SafSch Reorg calc01-09-23
2022-2023_Confidential_Placement_Schedule-ACC (1)
Job Description _Secretary I Safe Schools
Job Description _Safe Schools Accounting Specialist
Budget Sheet Sept 2021 Revised WITH Financial Impact OSS 01_09_23 (2)

Jill Renihan, Director of Safe Schools, came forward to present this item.

INFORMAL BOARD DISCUSSION

The following topics were discussed by the Board:

Mark Johnson - "Neighborhood" Schools
Shannon Rodriguez - Citizen Input
Shannon Rodriguez - Laptop Computer Distribution
Shannon Rodriguez - Civics Books
Shannon Rodriguez - Tina Vieira Handout
Shannon Rodriguez - Teacher Feedback on Student Laptops

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The Workshop adjourned at 4:55 P.M.

Superintendent **Board Chair**

Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, January 24, 2023 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Board Chair Gus Guadagnino
Vice Chair Susan Duval
Board Member Mark Johnson
Board Member Linda Prescott
Board Member Shannon Rodriguez

The Meeting was called to order at 6:00 P.M. Also present were Nancy Alfonso, School Board Attorney and John Stratton, Superintendent.

PLEDGE OF ALLEGIANCE by Suncoast Elementary School Students

REFLECTION

by Linda Prescott, Board Member

by Board Chair, Gus Guadagnino.

ADOPTION OF AGENDA

1. 23-1187 Approval to adopt the agenda dated January 24, 2023.

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Shannon Rodriguez
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

Board Chair Guadagnino stated that he has reviewed the revisions to the agenda dated January 24, 2023, and find that there is good cause to permit the deletion of Item #17. 23-1154: Award Bid No. 23-910-14, HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to multiple vendors for the purchase, installation and repairs of HVAC systems and preventative services and authorize purchases for an estimated annual amount of $500,000.00 from the agenda.

ELECTED OFFICIALS

No one came forward to speak.

STUDENT REPRESENTATIVE TO THE BOARD

2. **23-1188** Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

PRESENTATIONS

3. **23-1116** Recognition of the January HCSD Veteran

Attachments: Budget Sheet - No Financial Impact

Karen Jordan, Public Information Officer came forward to introduce this item. Lori Drenth, Director of Food and Nutrition came forward to recognize the Veteran of the month, Tracey Whiten.

4. **23-1183** Recognition of the Hernando County School District's All State Musicians

Gina Michalicka, Assistant Superintendent of Teaching and Learning and Dave Pletincks, Choral Director at Powell Middle School came forward to recognize the Hernando County School District's All State Musicians.

APPROVAL OF THE MINUTES

5. **23-1186** Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of January 10, 2023.

Attachments: 01-10-23 Informal Minutes DRAFT
01-10-23 Workshop Minutes DRAFT
01-10-23 Meeting Minutes DRAFT

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Susan Duval
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

EXPULSION RECOMMENDATIONS

6. **23-1134** Enter a Final Order Expelling the Student in Case No. E2023-12-01 for one (1) academic year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

7. **23-1135** Enter a Final Order Expelling the Student in Case No. E2023-12-02 for one (1) academic year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Shannon Rodriguez
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

8. **23-1189** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA

The following items were removed from the consent agenda for discussion:

10. 23-1152: Review and approve the agreement with Associated Builders and Contractors, Inc. for the Apprenticeship Training Program.

11. 23-1159: Approve out of state field trip for Master Gunnery Sergeant Michael Arnett and NJROTC Cadets to Sandy, Utah, to attend the Air Rifle National Championship Competition on January 31 - February 5, 2023.

13. 23-1149: Approve the District's Tentative 2022-2023 5-Year Work Plan.

15. 23-1146: Approve piggybacking Pasco County Schools bid no. 22-050 Electro-Mech Brand Scoreboards, awarded to Larson Enterprises, Inc., and authorize purchases for an estimated annual amount of $300,000.00.

16. 23-1151: Award Bid No. 0392-203-2202, Winding Waters K8 - New Parent Drop Off, to Gibbs & Register, Inc., for construction goods and services and approve the contract and the purchase for $2,007,600.00 using Impact Fees.

18. 23-1155: Approve renewing bid no. 21-556-38 RN, Charter Bus Services - as Needed, to Various Vendors for Charter Bus Service and Authorize the Purchase of Services for Estimated Annual Amount of $150,000.00.

19. 23-1157: Approve the purchase of upgrades to the existing CareHawk CH1000 at Chocachatti Elementary School, to the Telecenter U Critical School Communication System from sole source vendor Rauland Borg and authorize the purchase for $153,000.00.

20. 23-1158: Approve the Amendment to the contract bid no. 21-910-53, Painting Services, awarded to Almost New Painting, LLC and Dave and John's Painting Inc. to increase the total estimated annually

spending to $400,000.00.

21. 23-1167: Approve Renewing Bid No. 21-200-33 RN: Promotional Products: Screen Printing, Embroidery Services and Custom Orders RE-BID to Multiple Vendors and Authorize Purchases on an as Needed Basis for an Estimated Annual Amount of $200,000.00

RESULT: **APPROVED THE CONSENT AGENDA**
MOVER: Linda Prescott
SECONDER: Shannon Rodriguez
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

Personnel Recommendations

9. **23-1156** Approval of the Personnel Recommendations

Attachments: January 24, 2023
2023 Noninst., PTS & Adm. Supplements for 1-24-2023
2023 Inst. Supplements & Differentiated Pay for 1-24-2023

All Other Teaching & Learning Agenda Items

12. **23-1164** Approve out of state travel for Joseph Amato, Director of Technology and Information Services, to Nashville, Tennessee to attend the 2023 RTM East EDU/CIO Congress on February 26 through 28, 2023.

Attachments: RTM 2023 Registration
2023 East Education & CIO Program Highlights
Temporary Duty Approval
RTM Travel- February, 2023 Budget Sheet

All Other Support Operations Agenda Items

All Other Purchase Order/Bid Agenda Items

14. **23-1136** Award Bid No. 23-405-18, Petroleum Lubricants & Anti-Freeze, to Palmdale Oil Company, Inc. and Authorize the Purchase of the Goods as Needed for an Estimated Annual Amount of $24,928.92.

Attachments: 23-405-18 Petroleum Lubricants (01-24-23)
5400 & 5510 Budget Sheet ACC
Maintenance Budget Sheet Parts and Supplies ACC

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

17. **23-1154** Award Bid No. 23-910-14, HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to multiple vendors for the purchase, installation and repairs of HVAC systems and preventative services and authorize purchases for an estimated annual amount of $500,000.00.

Attachments: 23-910-14 HVAC Equipment & Parts (02-14-23)
Budget Sheet Sept 2021 Revised WITH Financial Impact 2

This item was deleted from the agenda.

10. **23-1152** Review and approve the agreement with Associated Builders and Contractors, Inc. for the Apprenticeship Training Program.

Attachments: ABC Eastcoast
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**

MOVER: Susan Duval

SECONDER: Shannon Rodriguez

AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Chair Guadagnino for discussion. Sophia Watson, Director of Adult and Technical Ed came forward to explain this item.

11. **23-1159** Approve out of state field trip for Master Gunnery Sergeant Michael Arnett and NJROTC Cadets to Sandy, Utah, to attend the Air Rifle National Championship Competition on January 31 - February 5, 2023.

Attachments: CHS NJROTC Jan 2023 Trip Summary
Budget Sheet Sept 2021 Revised WITH Financial Impact

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Linda Prescott

AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. Brandon DeRespiris, Assistant Principal came forward to explain this item.

13. **23-1149** Approve the District's Tentative 2022-2023 5-Year Work Plan.

Attachments: 23-1149 5-Yr Work Plan Report (DRAFT).pdf
23-1149 Budget Sheet

RESULT: **ADOPTED**

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. Jim Lipsey, Manager of Planning, Design & Construction, and Brian Ragan, Director of Facilities & Construction came forward to explain this item.

15. **23-1146** Approve piggybacking Pasco County Schools bid no. 22-050 Electro-Mech Brand Scoreboards, awarded to Larson Enterprises, Inc., and authorize purchases for an estimated annual amount of $300,000.00.

Attachments: 23-287-25 PB Electro-Mech Scoreboards (01-24-23) 8
Budget Sheet Sept 2021 Revised WITH Financial Impact Scoreboards

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. Brian Still, Director of Maintenance came forward to explain this item.

16. **23-1151** Award Bid No. 0392-203-2202, Winding Waters K8 - New Parent Drop Off, to Gibbs & Register, Inc., for construction goods and services and approve the contract and the purchase for $2,007,600.00 using Impact Fees.

Attachments: 23-1151 Bid Advertisement
23-1151 Submittal by Gibbs
23-1151 Bid Tabulation
23-1151 Design Professional Recommendation
23-1151 Contract Gibbs & Register
23-1151 Budget Sheet

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. Brian Ragan, Director of Facilities & Construction came forward to explain this item.

18. **23-1155** Approve renewing bid no. 21-556-38 RN, Charter Bus Services - as Needed, to Various Vendors for Charter Bus Service and Authorize the Purchase of Services for Estimated Annual Amount of $150,000.00.

Attachments: 21-556-38 RN Charter Buses (01-24-2023)
Charter Buses Budget Sheet 1-2023 3

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Prescott
NAYS: Johnson, Rodriguez

This item was pulled by Board Members Rodriguez and Johnson for discussion. Ralph Leath, Director of Transportation came forward to explain this item.

19. **23-1157** Approve the purchase of upgrades to the existing CareHawk CH1000 at Chocachatti Elementary School, to the Telecenter U Critical School Communication System from sole source vendor Rauland Borg and authorize the purchase for $153,000.00.

Attachments: 23-1157 Chocachatti Elem-New Intercon with Fiber
23-1157 Rauland Borg Florida Sole Source ACC
23-1157 Budget Sheet

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott
NAYS: Rodriguez

This item was pulled by Board Member Johnson for discussion. Brian Ragan, Director of Facilities & Construction came forward to explain this item.

20. **23-1158** Approve the Amendment to the contract bid no. 21-910-53, Painting Services, awarded to Almost New Painting, LLC and Dave and John's Painting Inc. to increase the total estimated annually spending to $400,000.00.

Attachments: 21-910-53 AMEND Paiting Services (01-24-2023) 5
Budget Sheet Sept 2021 Revised WITH Financial Impact 2

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. Brian Still, Director of Maintenance came forward to explain this item.

21. **23-1167** Approve Renewing Bid No. 21-200-33 RN: Promotional Products: Screen Printing, Embroidery Services and Custom Orders RE-BID to Multiple Vendors and Authorize Purchases on an as Needed Basis for an Estimated Annual Amount of $200,000.00

Attachments: 21-200-33 RN Promotional Products (01-24-23)
Budget Sheet

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member Rodriguez for discussion. John Morris, Director of Secondary Curriculum came forward to explain this item.

The Board recessed at 7:20 P.M. and reconvened at 7:26 P.M.

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

22. **23-1190** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 110917 ACC
01-24-23 Meeting Handout by J. Martin - Pink Sheets

Nancy Alfonso, School Board Attorney read the instructions for this item. The following citizen's came forward to speak:
Hamilton Hanson, Kris Brooks, Jack Martin, Joseph Pecora, Diane Liptak, Jane Heid, Mary Mazzuco, Michael Birren, Donna Birren, Kimberly Mulrooney, Jim Couchman, Henry Roman, Carla Johns.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Mrs. Prescott apologized for missing the informal meeting due to her husband having surgery today. She thanked parents for reaching out to her and also spoke on the redistricting. Mrs. Prescott mentioned she attended a MLK luncheon and visited school during testing and for literacy week. Mr. Johnson also spoke on the redistricting and how it was handled in the past. Mrs. Rodriguez shared her thoughts on redistricting. She mentioned that she has met with teachers and has concerns regarding school disciplines. Mr. Stratton shared comments on the redistricting as well. Ms. Duval introduced a video of the Teacher of the Year event. Ms. Duval shared a story of when Tori Hunt was her student at Springstead High School. Mr. Guadagnino made closing comments and thanked everyone for coming out to the board meeting tonight.

ADJOURNMENT

The meeting adjourned at 8:34 P.M.

Superintendent **Board Chair**

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 7. 23-1194 2/14/2023

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2023-01-01 for one (1) year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Endeavor Academy for one (1) year, for committing level II violations of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
(352) 797-7008

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 8. 23-1195 2/14/2023

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2023-01-02 for one (1) year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Endeavor Academy for one (1) year, for committing level III violations of the Student Code of Conduct.

My Contact
Jill Kolasa, Director
(352) 797-7008

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 9. 23-1246 2/14/2023

Title and Board Action Requested
Citizen Input on agenda items for this meeting (Green Form)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
(352) 797-7253

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
There is no financial impact

Hernando County School Board
CITIZEN INPUT
GREEN SPEAKER FORM

Part 1: The Process

- This is the opportunity for the public to address items on the Board's Agenda. Speakers who wish to address any matter of relevance to the operation of schools not included on the agenda, additional time will be reserved for Citizen Input at the end of the meeting's agenda.
- Each speaker will have three (3) minutes for each section of Citizen Input.
- Speakers must complete this *Citizen Input Speaker* form.
- Submit the completed form with any attachments you wish to share with the Board to the Board Secretary *prior* to speaking. The Board may not accept documents submitted while the speaker is providing input.
- The public is reminded that it may also address the Board with regard to items appearing on the agenda for public hearing at the time of the public hearing.

**Note: The Board typically does not respond to remarks or questions made during Citizen Input.*

- Inquiries or comments made during Citizen Input may be followed up with the citizen and reported back to the Board by the Superintendent or his/her staff as soon as possible.
- Although the Board encourages citizen participation, it must also be understood that no immediate action will be taken on items presented during the public comment portion of the meeting.
- If Board action is needed, the matter may be placed on the agenda of an upcoming meeting for further consideration.

Part II: Decorum

- Profanity is strictly prohibited.
- The negative use of any student's name, or references made to other students or families, is strictly discouraged.

PLEASE PRINT ALL INFORMATION BELOW:

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

☑Please check if this matter pertains to a School Board agenda item for this meeting. Agenda item number(s) being addressed: _____

_____

_____

Reminders:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board should be attached to this form.
- The Chairperson may deny all forms submitted after the close of the Citizen's Input section of the agenda.

My signature is confirmation that I have read, understand and agree to abide by the guidelines listed above:

Signature of speaker: _____

Chairperson's Approval of form: _____

Chairperson's Denial of form based on Guideline No. _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando School District

School Board Regular Meeting

Agenda Item # 10. 23-1236 2/14/2023

Title and Board Action Requested
Approval of the Personnel Recommendations

Executive Summary
The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact
Ray Pinder
Director of Human Resources
352-797-7070 Ext. 445
pinder_r@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 2: People

Financial Impact
See Attachments.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

Audrey Kellems – Teacher, WWK8 – From 12/5/2022 through 3/2/2023 (Personal Illness)
Rachel Kingdom – Teacher, CHS – From 11/21/2022 through 6/3/2023 (Intermittent)
Lauren Scire – Teacher, CK8 – From 1/4/2023 through 3/10/2023

Return From Leave Early
Audrey Kellems – Teacher, WWK8 – 1/3/2023

2. Instructional Appointments and Approval of Probationary Contract (4)

Jenny Brown – Teacher, SES – 1/19/2023
Daniel Meade – Teacher, CHS – 1/9/2023
Jodi Mitchell – Teacher, WES – 1/3/2023
Tara Stack – Teacher, WWK8 – 1/13/2023

Approve Out-of-Field Teachers: (Core Subject)
Dheron Barnes – Teacher, WWHS – 1/27/2023
Kara Groom – Teacher, WWK8 – 1/30/2023

Approve Out-of-Field Teachers: (ESOL)
Crisana Banton-Smith – Teacher, PGES
Gayle Barker – Teacher, PGES
Sodette Clarke – Teacher, EES
Joy Demaria – Teacher, WWK8
Julie Dibble – Teacher, DES
Pamela Kasten – Teacher, FES
Janelle Laudencia – Teacher, SES
Camille Lewis – Teacher, MES
Leoneisha Morris – Teacher, WHMS
Daria Newton – Teacher, FES
Nancy St. Louis – Teacher, BES
Mark Thomas – Teacher, WWK8

3. Instructional Transfers (9)

Lynn Arroyo – From Teacher, FCMS – To Teacher, Endeavor – 1/3/2023
Louis Audette – From Teacher, WWK8 – To Teacher, FES – 1/3/2023
Shalae Brown – From Teacher, EK8 – To Teacher, WWK8 – 1/3/2023
Keane Chapman – From Teacher, FCMS – To Teacher, FWSHS – 1/4/2023
Lizabeth Graff – From Teacher, WES – To Program Staffing Specialist, ESE – 1/3/2023
Monica Lehman – From Certified School Counselor, CHS – To Certified School Counselor, DES – 1/3/2023
Jerry McCaffery – From Teacher, WWHS – To Teacher, SHES – 1/27/2023
Suzane McGrath – From Teacher, FES – To Teacher, CES – 1/3/2023
Theresa Reed – From Teacher, PGES – To Teacher, WES – 1/4/2023

4. Instructional Separations (13)

Karen Bowen – Program Staffing Specialist, ESE – 6/22/2023 (Retirement)
Beverly Bushell – Teacher, NCTHS – 1/27/2023 (Resignation)
David Coburn – Teacher, DSPMS – 1/3/2023 (Retirement)
Brandon Doyle – Teacher, FWSHS – 1/20/2023 (Resignation)
Jill Leverich – Teacher, EK8 – 1/9/2023 (Resignation)
Megan Nelski – Teacher, WHMS – 12/16/2023 (Resignation)

Kathleen O'Brien-Vartapurian – Teacher, ESE – 2/3/2023 (Resignation)
Kristen Paulsen – Teacher, EES – 1/25/2023 (Resignation)
Darin Pinkston – Teacher, NCTHS – 1/10/223 (Resignation)
Stephanie Riggs – Teacher, WWK8 – 2/2/2023 (Resignation)
Jennifer Santa-Maria – Teacher, WWK8 – 1/3/2023 (Deceased)
Keith Valenza – Teacher, CHS – 1/20/2023 (Resignation)
Linda Wiley – Teacher, WES – 2/17/2023 (Resignation)

5. Non-instructional and Professional/Technical/Supervisory Leaves
Janet Hernandez – Bus Attendant, Transportation – From 1/4/2023 through 5/31/2023 (Personal Illness)
William Matias Sr. – General Construction/Heavy Equipment Operator III, Maintenance – From 11/14/2022 through 12/21/2022

Return From Leave Early
Jodi Grinnen – Confidential Secretary III, Academic Services – 1/17/2023
Dorota McDowell – Bus Attendant, Transportation – 1/17/2023

6. Non-instructional and Professional/Technical/Supervisory Appointments (11)
Kodi Allen – Bus Operator, Transportation – 1/9/2023
Sativa Arce – FNS Assistant, FNS – 1/19/2023
Alan Burges – Sub Bus Attendant, Transportation – 1/17/2023
Tawanna Capel – FNS Assistant, CHS – 1/9/2023
Alicia Douglas – Environmental Services Technician I, EES – 1/19/2023
Debra Golding – Sub Bus Operator, Transportation – 1/4/2023
Maria Lugo – Environmental Services Technician I, WWK8 – 1/17/2023
Annette McGinn – FNS Assistant, FNS – 1/9/2023
Kim McNamara – Paraprofessional, DES – 1/17/2023
Mauria Roy-Rader – Sub Bus Attendant, Transportation – 1/17/2023
Doreen Stavaola – Bus Attendant, Transportation – 1/17/2023

7. Non-instructional and Professional/Technical/Supervisory Transfers (10)
Suzanne Chavez-Balderrama – From Paraprofessional, PGES – To Paraprofessional II, PGES – 1/20/2023
Ayse Goker – From Environmental Services Technician I, PMS – To Environmental Services Technician I, FCMS – 1/3/2023
Tina Grochowski – From Paraprofessional, EK8 – To Paraprofessional, PMS – 1/4/2023
Sharita Holmes – From Paraprofessional, WWK8 – To Job Coach, ESE – 1/3/2023
Sandra Langley – From Data Entry Operator, CHS – To Data Quality Assistant, Academic Services – 1/9/2023
Jennifer McLeod – From Registrar, WWHS – To Data Entry Operator, CHS – 1/17/2023
Russel Raisor – From Bus Operator, Transportation – To Sub Bus Operator, Transportation – 1/9/2023
Douglas Thompson – From Vehicle Technician Assistant, Transportation – To Warehouse/Delivery Driver, School Distribution Center – 1/17/2023
James Warncke – From Environmental Services Technician I, FCMS – To Environmental Services Technician II, FCMS – 1/3/2023
Martha Zopf – From District Reading Coach, Academic Services – To Supervisor of Literacy, Intervention and Elementary Academics, Academic Services – 1/3/2023

8. Non-instructional and Professional/Technical/Supervisory Separations (15)
Fatima Avila – Bus Attendant, Transportation – 2/2/2023 (Resignation)
George Bessette – Bus Attendant, Transportation – 1/6/2023 (Resignation)
Debra Brinson – Secretary II, HHS – 6/30/2023 (Retirement)
Morgan Brooks – FNS Specialist, BES – 1/13/2023 (Resignation)
Anthony Clemmons – Environmental Services Technician I, SES – 1/5/2023 (Resignation)
Kaitlyn Hard – Paraprofessional, WWK8 – 1/20/2023 (Resignation)

Edgar Martinez-Villafane – Environmental Services Technician I, FES – 1/18/2023 (Resignation)
Annette McGinn – FNS Assistant, SHES – 1/11/2023 (Resignation)
Jill Merillo – FNS Assistant, EK8 – 1/23/2023 (Resignation)
Jermaine O'Banner-Henry – Paraprofessional, Endeavor – 1/20/2023 (Resignation)
Alicia Padilla – Paraprofessional, WWK8 – 1/27/2023 (Resignation)
Melissa Pimentel – Paraprofessional, EK8 – 1/31/2023 (Resignation)
Russel Raisor – Bus Operator, Transportation – 1/6/2023 (Resignation)
Julie Schaefer – Paraprofessional, WHMS – 1/20/2023 (Resignation)
Robert William – Bus Operator, Transportation – 1/9/2023 (Resignation)

9. The Superintendent has recommended the termination of Israel Custodio, Transportation. The employee requested an appeal in writing within the specified timeline so the recommendation based on policy is changed to a referral to the Department of Administrative Hearings. Effective February 15, 2023, beginning of day, the employee will be placed on suspension without pay until the matter is resolved. (See Attachment)

10. Other

Additional Duty, and/or Additional Days/Hour
Amanda Andres – FNS Assistant, FNS (FNS Assistant) – 12/19/2022 – 40 total hrs. (FNS)
Elsie Burnett – FNS Assistant, FNS (FNS Assistant) – 12/19/2022 – 40 total hrs. (FNS)
Jodi Mitchell – Teacher, WES (Title I Engagement) – 1/5/2023 – 30 total hrs. (Title I)
Robert Pitcock – Environmental Services Technician III, SHES – 1/8/2023 – 312 total hrs. (Reimbursement)
Theresa Reed – Techer, WES (Title I Engagement) – 1/5/2023 – 30 total hrs. (Title I)
Diane Sabo – Interpreter, ESE (Sign Language Club) – 10/21/2022 – 45 total hrs. (IDEA)
Victoria Seifried – Teacher, EES (Title I Compliance) – 11/28/2022 – 190 total hrs. (Title I)

Approve Teacher(s), FES (Title I Engagement) – 12/16/2022 – 30 total hrs. (Title I)
Kara Anderson
Jennifer Arthur
Lori Aumiller
Amy Barrett
Charles Barrett
Laura Bartow
Dana Blazsek
Sharon Brittain
Mardai Brown
Gloria Boylan
Keith Carsillo
Evelyn Colon
Arlene Cotto
Stacy Donohue
Jodi Fell
Michelle Fox
Sarah Freeman
Caroline Fulton
Margaret Ginn
Lisa Grover
Dawn Hurst
Suzanne Jaeger
Kimberly Jones
Kevin Juntunen
Pam Kasten
Renee Kellet

Jennifer Kristof
Joanne Kozlow
Amanda Lack
Raven Llaurador
Cynthia Marrero
Karen Meyvis
Doreen Mylrea
Barbara Regan
Wendi Rode
Sherri Romanowski
Amanda Spencer
Sherri Stevens
Amy Stoessel
Jessica Touati
Allyson Truman
Jessica Vitale-Fay
Danielle Walden
Baylee Waterman
Elissa White
Margaret White
Joanne Yarin

Approve Paraprofessional(s), FES (Title I Engagement) – 1/26/2023 – 30 total hrs. (Title I)
Arlene Brownell
Geraldine Casciotta
Victoria Concepcion
Linda Levonick
Alessandra Marciano
Terri Miller
Yvette Novometsky
Karen Piazza

Approve Teacher(s), PGES (Title I Engagement) – 12/16/2022 – 30 total hrs. (Title I)
Dawn Albanese
Remy Arroyo
Crisana Banton-Smith
Gayle Barker-Rowe
Michelle Baud
Kimberly Beyerl
Brea Blake
Jessica Brooks
Tamara Cameron
Emily Child
Carla Cornell
Eve Cotroneo
Mary Curtis
Lynn Denig
Caylin Diaz
Lynn Fradera
Amanda Goodell
Keri-Lyn Hackney
Michelle Haenel
Kim Hamann

Stacie Hill
Gina Jacobs
Elizabeth Johnston
Tasheba Kimble
Brandy Kinkade
Andrea Kreismann
Jennifer Ladd
Laura Lambert
Tracy Maeder
Cynthia Maiorini
Nickeisha Marshall
Ashley Mayville
Rachel Medeiros
Tiffany Mangold
Stacy Monroe
Amber Monsod
Marlo Morelli
Kimberly Morse
Krista Moses
Michelle Norris
Jamie Pagels
Danielle Perez
Geraldine Phillips
Amanda Price
Christie Probus
Gale Reed
Laura Rieker
Victoria Rocanelli
Melissa Roman-McLemore
Laura Santiago
Kevin Seroski
James Shaw
Glenda Shea
Teresa Skinner
Amy Smart
Christine Spinuzza
Jessica Strat
Angel Theodore
Colleen Thomas
Bonnie Torres
Recia VanRaalte
Vashty Wisloh

<u>Approve Paraprofessional(s), PGES (Title I Engagement) – 12/16/2022 – 30 total hrs. (Title I)</u>
Kara Brown
Ruben Chavez-Balderrama
Susan Colonna
Melanie Cross
Lulu Del Valle
Katherine Devlin
Cynthia Feliciano
Ebony Givens
Nellie Henschke

Julia Hnatiuk
Debie Jacobsen
Cynthia Johnson
Natalie Legg
Elizabeth Kirchner
Coleen Nugent
Michael Poission
Patricia Predoehl
Alexandra Santiago
Jessica Sawyer
Lisa Traxler
Ellen Varca
Rebekah Walker
Michelle Wyckoff
Carolyn Yelich

Approve Teacher(s), EK8 (Title I Engagement) – 1/4/2023 – 30 total hrs. (Title I)
Jessica Adams
Erin Anderson
Nicole Anderson
Karen Berger
Aaron Blazsek
Eyvonne Bognetti
Kathryn Bohto
Mallory Boreland
Amanda Bozarth
Dawn Burrows
Lisa Caceres
Kathryn Calabro
Lindsay Caldwell
Jennifer Campbell
Shelley Colston
Ann Connell
Heather Cox
Crystal Crawford
Katherine Cubillo
Toni Cuevas
Stephanie D'Anna
Anne Daigle-McDonald
Theresa Daly
Breana Desmond
Julia Dunn
Lisa Duran
Colleen Edwards
Tina Elefante-Edwards
Jocelyn Fischer
Susan Fitzgerald
Patrick Foley
Lori Fonseca
Tiffany Foti
Zachary Furterer
Madison George
Hannah Gordon

Cassidy Green
Scott Grinnen
Laverne Gunn
Nicole Hagler
Brooke Hart
Glenn Hnatiuk
Alexandra Holsapple
Beth Huntley
Megan Infante
Jessica Jackson
Tanisha Joseph
Kelly Kamin
Laura Kittle
Amy Knapp
Jennifer Kruck
Denise Lafauci-Snyder
Jessica Langdon
Jennifer Leonard
Joseph Leone Jr.
Jill Leverich
Corrie Mahla
Tyler Mahla
Almark Martin
Jennifer McDowell
Kristin Melton
Laura Mendoza
Christina Merle
Vanessa Mojica-Mercado
Janet Moffitt
Karen Mooney
Jennifer Muente
Jennifer Myers
Melissa Nelson
Tamela Neuwirth
Brandon Nuby
Toni Olson
Juan Ortiz
Toni Ann Palmieri-Ortiz
Sheila Pletcher
Lawrence Poluchowicz
Laura Pope
Chris Ridenour
Julia Rivera
Susan Rivera
Tammy Rodriguez
Elane Rogers
Jeannine Rotella
Kesha Russell
Sabreena Sarran
Kaitlyn Saverino
Heather Schwartz
Phillip Scire
Joshua Scott

Bethany Seitz
Katherine Seitz
Barbara Sorbie
Miranda Sosar
Samantha Stephens
Jillian Strat
Kaitlin Toler
Sara Toxen
Terri Washington
Jeannette Wadsworth
Donald Weed
Maranatha Weeks
Andrea Woda
Sarah Zolik

Approve Paraprofessional(s), EK8 (Title I Engagement) – 1/4/2023 – 30 total hrs. (Title I)
Jonathan Baldor
Quennie Bond
Courtney Eckhard
Jacki Forgit
Deborah Freeman
Tanya Garcia
Isabella Giurini
Erika Gonzalez
Ashton Griswold
John Hall
Julie Jones
Cassie Korinis
Stacy Lobb
Allen Lockser
Lisa McIntyre
Rachel Melendez
Karina Milan
Christen Mylrea
Svetlana Palmer
Melissa Pimental
Vicky Richardson
Carina Rodriguez
Victoria Rogers
Amanda Rydecki
Brittany Schwaller
Rahmanah Steward-Butler
Patricia Sullivan
Emily Swoyer
Stacy Tarbox
Angela Velez
Jennifer Wolfe

Approve In-District Trainers
Amy De Filippis
Katherine Edwards

11. Drop Program Participant(s)

Elisa Lucero – Teacher, WWK8 – 12/1/2022
Christopher O'Brien – Bus Operator, Transportation – 11/1/2022
Deborah Rollo – Teacher, WHMS – 1/1/2023

12. Supplements - see attached list(s)

Running Total (Per Attached List) 2022-2023 School Year		
$	2,162,514.86	Instructional
$	100,698.20	Noninstructional
$	2,263,213.06	Sub-Total
$	469,843.03	Benefits (20.76%)
$	2,733,056.09	Total

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2022/2023			
		Board Action 2/14/2023	
Bowden, Paola	WWK8	School Health Professional- CMA eff. 12/19/22	$ 875.00
Langley, Sandra	CHS	Data Entry ESE Cntr. end 1/06/23	$ (240.97)
		Total From Previous Agenda 1/24/23	$ 100,064.17
		Total Noninstructional/PTS/Adm. Supplements	$ 100,698.20

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2022/2023			
		Board Action 2/14/2023	
Meade, Daniel	CHS	Advanced Degree Instructional eff. 1/9/23	$ 1,256.34
Iannaccone, Michael	DES	Team Leader, Grade 3 50% eff 1/4/23	$ 322.00
Ridenour, Christopher	EK8	Basketball, Head Boys Coach eff. 12/12/22	$ 761.90
Griffith, Mark	HHS	Weightlifting, Varsity Girls Coach	$ 1,590.75
Scargle Jr., John	HHS	Weightlifting, Varsity Boys Coach	$ 1,590.75
Mobley, Dwayne	HHS	Track, Head Varsity Girls Coach	$ 2,735.25
Baker, Kristopher	NCTHS	Softball, Asst. Varsity Coach	$ 1,590.75
Kelly, Tania	NCTHS	Weightlifting, Varsity Boys Coach	$ 1,590.75
Liggett III, Charles	NCTHS	Track, Head Varsity Boys Coach	$ 2,735.25
Ray, Tammy	NCTHS	Lunch Duty 30 Min. eff. 01/05/23	$ 500.00
Speakman, Jennifer	NCTHS	Dept. Head - Social Studies (8) eff. 1/5/23	$ 694.50
Graham, Tyson	SHS	Track, Head Varsity Boys Coach	$ 2,735.25
Mitchell, Jodi	WES	Lunch Duty 30 Min. (ESE Paid by IDEA Funds)eff. 1/03/23	$ 500.00
Croyle, Robert	WWHS	Lunch Duty 30 Min. eff. 1/23/22	$ 460.65
Jeffers, Meaghan	WWHS	Lunch Duty 30 Min. eff. 1/17/23	$ 500.00
Holmes, Alfred	WWHS	Track, Asst. Boys Coach	$ 1,590.75
Olsson, Douglas	WWHS	Soccer, JV Girls Coach eff. 11/17/22	$ 1,101.28
Ross, Charlene	WWHS	Softball, Varsity Coach	$ 2,735.25
Skipper, James	WWHS	Extra Class - pd. out of VOC- Dig Media	$ 3,548.00
Zopf, Martha	Academic Services	Cancel- Advanced Degree Instructional eff. 1/3/23	$ (1,307.11)
Valenza. Keith	CHS	Cancel- Advanced Degree Instructional end. 1/20/23	$ (1,129.44)
Branscomb, Joseph	DES	Cancel- Team Leader, Grade 3 50% end 1/3/23	$ (322.00)
Torres-Velazquez, Christina	HHS	Cancel- Advanced Degree Instructional end. 1/06/23	$ (2,261.42)
Alabed, Lena	NCTHS	Cancel- Lunch Duty 30 Min. end 1/04/23	$ (500.00)
Bushell, Beverly	NCTHS	Cancel- Advanced Degree Instructional end. 1/27/23	$ (1,065.99)
Garthwait, Stanley	NCTHS	Cancel- Dept. Head - Social Studies (8) end 1/3/23	$ (694.50)
Johns, Cory	NCTHS	Cancel- Football, Head Varsity Coach Spring	$ (684.20)
Johns, Cory	NCTHS	Cancel- Track, Head Varsity Boys Coach	$ (2,542.00)
Johns, Cory	NCTHS	Cancel- Weightlifting, Varsity Boys Coach	$ (1,443.00)
Milholland, Eric	NCTHS	Cancel- Lunch Duty 30 Min. end 12/16/23	$ (500.00)
Pinkston, Darin	NCTHS	Cancel- Advanced Degree Instructional eff. 1/10/23	$ (1,230.96)
Graham, Tyson	SHS	Cancel- Track, Asst. Varsity Boys Coach	$ (1,443.00)
Graff, Lizbeth	WES	Cancel- Lunch Duty 30 Min. (ESE Paid by IDEA Funds)end 12/16/22	$ (500.00)
Adesso, Lore	WWHS	Cancel- Advanced Degree Instructional end. 1/20/23	$ (451.78)
Adesso, Lore	WWHS	Cancel- Lunch Duty 30 Min. end 1/20/23	$ (461.65)
Adesso, Lore	WWHS	Cancel- Dept. Head - MTSS (6) end 1/20/23	$ (655.80)
Cozzitorto, Anthony	WWHS	Cancel- Football, Asst. Varsity (Spring) 20%	$ (342.00)
McCaffery, Jerry	WWHS	Cancel- DCT Sponsor end 1/13/23	$ (540.00)
McLeod, Jennifer	WWHS	Cancel- Lunch Duty 30 Min. end 1/13/23	$ (500.00)
O'Brien-Vartapurian, Kathleen	WWK8	Cancel- Advanced Degree Instructional end. 2/3/23	$ (1,002.54)
		Total From Previous Agenda 1/24/23	$ 2,153,552.83
		Total Instructional Supplement/Differentiated Pay	**$2,162,514.86**

Hernando School District

School Board Regular Meeting

Agenda Item # 11. 23-1210 2/14/2023

Title and Board Action Requested

Approve the Affiliation Agreement Between Hernando HMA, LLC (FL) D/B/A: Bravera Health (Brooksville & Spring Hill) and the Hernando County School District

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the Affiliation Agreement between Hernando HMA, LLC (FL) D/B/A: Bravera Health (Brooksville & Spring Hill) and the Hernando County School District. This agreement will permit students in the Allied Health Occupations Program to complete their clinical experience at Hernando HMA, LLC (FL).

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 474
lastra_b@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $0, see attached budget sheet. The cost for the previous fiscal year was $0.00

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT ("AGREEMENT")
FACE SHEET

Date of Agreement: 10/21/2022
Facility Legal Name: Hernando HMA, LLC (FL)
Facility Address: 17240 Cortez Blvd.
City, State, ZIP: Brooksville, FL 34601

School's Legal Name: Hernando County School District 1443
School Address: 919 North Broad Street
City, State, ZIP: Brooksville, FL 34601

Applicable Licenses, Certifications, etc:

Term of Agreement: 36 months
Expiration Date: 11/30/2025
Effective Date: 12/1/2022
Type of Student (i.e. Clinical, Administrative, etc.): High School Students

Number of Students per rotation: Less than 25. Only 15 performing duties while less than ten may observe.

Term of Training (cite beginning date and ending date including dates of the School's semester):
Begin Date: December Ending Date: June School Term Dates: August-June

Clinical rotation(s) site is: Brooksville and Spring Hill

Designated Contact Person for Facility: Tammy Cook

Designated Contact Person for School: Beth Lastra 352-797-7000 ext 474 / Kara Trowell 352-797-7000 ext 211

Responsibility for Certain Checks and Testing:

The School recognizes that the Facility is a fully functional medical facility, and not an educational institution. This Agreement is by way of a courtesy and is not a guarantee of any sort. The Facility's standards for behavior, safety and timely and effective care are not reduced by this Agreement.

Background Check
6. State Government Agency (e.g. State Board of Nursing, *not the school)* conducted the student's background checks ✓

Substance Abuse Testing
5. School chooses to conduct and Students choose to pay for Students' Substance Testing. ✓

The results of the (1) Background Check and (2) Substance Test must already be on file at the Facility before any Student is referred to the Facility.

CW3642844

The attached Standard Terms and Conditions are part of this Agreement. The following Addenda are also part of this Agreement.

Addendum	Title
1	Patient Care Duties to be Provided by Students
2	Patient Care Duties Students Cannot Provide
3	Other Legally Required Testing
4	Student Consent & Policies
5	Student Background Consent Form
6	Disclosure and Authorization

AUTHORIZED SCHOOL REPRESENTATIVE	FACILITY
By: _____	By: Joshua DeTillio (Jan 3, 2023 17:38 GMT+1)
Name: _____	Name: Joshua DeTillio
Title: _____	Title: CEO
Date: _____	Date: Jan 3, 2023

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CW3642844

NON EXCLUSIVE STUDENT AFFILIATION AGREEMENT

STANDARD TERMS AND CONDITIONS

1. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY

A. Provide clinical training to Students, including but not limited to the Patient Care Services. See Addendum 1.

B. Provide contact persons to the other party to oversee Students' clinical experiences.

C. Review Students' background checks and Substance testing results. Facility shall be solely responsible for determining if Students may participate or remain in the program.

2. SCHOOL'S RESPONSIBILITIES

A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet the School's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.

B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to their clinical rotation.

C. Notify Facility if any Students fail to meet education and/or training requirements.

D. Obtain written documentation from Students and staff *prior to* referring them to Facility:

(1) A negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility;

(2) A completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine;

(3) Any other appropriate immunizations requested by Facility; and

(4) Documentation for legally-required testing requirements noted. See Addendum 3.

E. Ensure that Students are aware of the Substance Policy. See Addendum 4.

F. Provide the Facility with a copy of each Student's completed (1) Substance Policy Consent Form (See Addendum 4) and (2) Background Consent Form (See Addendum 5). The School may instruct the Student to provide the forms to the Facility; however the completed forms and results must be on file at the Facility before any Student is referred to the Facility.

G. Ensure that the following background checks have been completed *before* referring Students to Facility (See Face Sheet to determine who will be responsible for the cost and actual performance of the background checks):

(1) Office of Inspector General ("OIG") List of Excluded Individuals/Entities
School shall not refer Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, or approved software programs, and certain internet sites.

(2) License or Certification

School shall not refer Students whose medical licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Students have successfully completed a rehabilitation program, School may refer them so long as they undergo periodic substance abuse testing as determined by the Facility.

(3) Criminal Records Check

Students' criminal records shall be checked at the federal, state, and local levels *before* referring Students to Facility and thereafter as often as is required by law. The Facility CEO will have the authority to make the final decision regarding the referral of any Student with a criminal record. Students must execute a Student Background Consent Form (See Addendum 5).

(4) Other Background Checks Required By Law (See Addendum 3).

H. No Facility materials related to this Agreement shall be circulated or published without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

A. Provide clinical experiences to Students, as mutually agreed upon by the parties.

B. Orient Students and School clinical instructors who visit Facility on matters such as Facility's rules, policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.

C. Provide first aid for clinical accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.

D. Provide reasonable storage space for Student's apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

A. The Agreement shall begin on the Effective Date as set forth on the cover sheet and shall continue until the end of the Term, and thereafter shall be automatically renewed for successive one (1) year periods under identical terms, unless otherwise terminated or modified as provided herein (such initial term and any such renewal terms being herein called the "Term"). Notwithstanding any contrary provision contained herein, if this Agreement is terminated by either party for any reason during the initial twelve (12) months of the Term, the parties shall not enter into another agreement for the same or substantially similar services for at least one (1) year from the Effective Date.

B. In any event, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue until the Students complete current clinical rotations (if practicable).

C. Either party may immediately terminate this Agreement if the other party is insolvent, bankrupt or changes ownership.

5. INSURANCE

A. Documentation shall be provided that:

1) Students have health insurance during their clinical rotation;

2) Clinical instructors and other School staff present on Facility grounds have worker's compensation insurance (or, if School is government entity, School shall maintain the government version of such insurance); and

3) Students have professional liability coverage of at least $1 million per occurrence / $3 million aggregate of the "occurrence" type of coverage.

B. If Students' professional liability coverage is the "claims made" type, such coverage shall outlive this Agreement for at least twenty-four (24) months (which may require tail or prior acts coverage). The "retro" date for coverage shall be this Agreement's effective date.

C. Facility shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of any insurance coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement. The Facility shall be reasonable in deciding if an insurance carrier is reputable/acceptable to it.

6. CLAIMS AND NOTIFICATION

A. Each party shall pay its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

Note: Section 6.B below does not apply to government entities that claim full or partial governmental immunity. See Section 6.C below.

B. To the maximum extent allowed by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement, where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions or that of its agents, representatives, Students, as applicable, or employees. This Section survives the termination of this Agreement.

C. Government Immunity- Complete Addendum 7. *If* School claims any type of governmental immunity or is limited in its ability to compensate the Facility for any damages, School shall provide to Facility a list of alternative insurance, monetary, and/or other relief that will be available to Facility. Note that legal or equitable relief from the Facility is the same as that available to Facility from School.

D. Parties will notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. **CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)**

   A. School, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable laws, ("Confidential Information"). School also agrees to inform its Students about their obligations under applicable laws as to Confidential information.

   B. Patient records are Facility property. Retention and release shall comply with all applicable laws. Access to and use of patient information is restricted to only that necessary for this Agreement.

   C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES**. Notices or other communications per this Agreement shall be given to the other party as follows:

   If to Facility: As stated on Face Sheet

   With a copy to: CHSPSC Legal Department
   4000 Meridian Blvd.
   Franklin, TN 37067
   Attn: General Counsel

   If to School: As stated on Face Sheet

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **DISCRIMINATION** Each party shall comply with all applicable laws relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. This compliance may also include non-discrimination based classifications such as race, color, religion, sex, national origin, age, disability and other legally protected classifications.

11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.

12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted, and be as effective as an inked original.

13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.

14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of the state of Facility's is principal location.

15. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this subject matter and it supersedes any prior agreements/arrangements. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

CW3642844

STUDENT AFFILIATION AGREEMENT - ADDENDUM 1

Patient Care Duties To Be Provided By Students

TYPE OF PROGRAM:
Vocational / Technical

ACADEMIC LEVEL:
Junior
Senior

EXPERIENCE LEVEL:
Some Experience

List of Patient Care Duties to be Provided by Students

1) Students only perform patient care duties following mastery in their lab and classroom settings. These skills are typical of those administered by Certified Nursing Assistants and Patient Care Techs. The patient care duties include: measuring vital signs, collecting specimens, patient personal hygiene, toileting, bathing, transporting, catheter care, etc. Post-mortem care optional.

CW3642844

STUDENT AFFILIATION AGREEMENT - ADDENDUM 2

The Following Patient Care Duties Cannot Be Provided By Students

2) Invasive procedures (ie., inserting catheter, IV's, etc)

CW3642844

STUDENT AFFILIATION AGREEMENT - ADDENDUM 3

Other Legally Required Testing

N/A

STUDENT AFFILIATION AGREEMENT – ADDENDUM 4

STUDENT CONSENT AND POLICIES

Name of School: Hernando County School District 1443
Name of Facility: Bravera Health Brooksville

The Students are seeking Facility experience that is not granted to the general public. It is not a guarantee.

Students must comply with all Facility rules, policies and procedures, including the Substance Policy (below called the "Policy" or "Policies") to be in or remain in the Program.

Facility Policies prohibit Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's Policies.

Any Student who chooses not to agree to follow the Policies has chosen not to be in the program.

No Student shall be in the program who:

- Has not complied with the Facility's Policies or School's directives;
- Is unfit for duty; and/or
- Has not passed or failed substance test(s) in the 12 months preceding Student's placement at the Facility

The School shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;
- Conduct testing of Students through a licensed laboratory, if School is responsible for Substance testing; and
- Provide to the Facility copies of each Student's test result, for every test, if School is responsible for Substance testing.

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow all Facility Policies, including the Substance Policy.
- Provide any specimen(s) and to authorize the School and Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information.
- Release the School and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to following Facility Policies and related processes.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

☐ **Consent**

or

☐ **Not consent (not to remain or otherwise be in the program)**

Student and Witness Signatures

Student:	Witness:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

_____

Parent and/or Guardian's Signature Date

_____

Student's Printed Name Date

CW3642844

STUDENT AFFILIATION AGREEMENT – ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: Hernando County School District 1443
Name of Facility: Bravera Health Brooksville

Facility Policy requires Students (as well as applicants, employees and contractors) to pass background checks *before* being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by the School or the Facility.

Any Student who chooses not to agree to this Policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or School's directives;
- Fails to meet dress code standards and ensures that their attire clearly identifies them as a Student, rather than an employee, agent, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Safety is not optional. School or Facility shall complete each of the following background checks *before* Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities

Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.

- License or Certification

Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

- Criminal Records Check

School or Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to train at the Facility and thereafter. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand such report(s) may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government and/or private entities and persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

☐ **Consent**

or

☐ **Not consent (not to remain or be in the program)**

Student and Witness Signatures

Student:	Witness:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

_____

Parent and/or Guardian's Signature Date

_____

Student's Printed Name Date

CW3642844

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, the School and any persons and entities associated with them, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation or liability.

_____

Print legal first, middle and last name

_____

Social Security Number DOB

_____

Driver's License # & State Issued

_____

Health License/Certificate # & State Issued

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 12. 23-1216 2/14/2023

Title and Board Action Requested

Approve the Affiliation Agreement Between Central High School, F.W. Springstead High School, and Nature Coast Technical High School and HCA FL Oak Hill Hospital

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the Affiliation Agreement between Central High School, F.W. Springstead High School, and Nature Coast Technical High School and HCA FL Oak Hill Hospital. The agreement will permit students in the Allied Health, Nurse Assisting, EKG, Pharmacy Technician, Industrial Biotechnology (Lab Assisting) Medical Programs to complete their clinical experience.

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 474
lastra_b@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $0, see attached budget sheet. The cost for the previous fiscal year was $0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of **December 9th, 2022** (the "Effective Date") by and between **Central High School, FW Springstead High School, and Nature Coast Technical High School** ("School") and **HCA FL Oak Hill Hospital** ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, School is a public institution governed by the Florida Board of Governors that enrolls students in an accredited degree program in the field of **Allied Health, Nurse Assisting, EKG, Pharmacy Technician, Industrial Biotechnology (Lab Assisting)** (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at 11375 Cortez Blvd, Brooksville, FL 34613 (the "Facility");

WHEREAS, School desires to provide to **80 - 100** students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **RESPONSIBILITIES OF SCHOOL**.

(a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:

(i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");

(ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

(iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;

(iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

(v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

(vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;

(vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;

(viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;

(ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;

(x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;

(xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and

(xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility**.

(i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program.

(ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.

(iii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.

(iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Hospital to the extent that access to such information is required by Hospital to carry out the Clinical Program.

(c) **Supervision of Students**. When Participating Students are supervised in their study at Hospital by professionals who are not employed by Hospital, School shall provide to Hospital an agreement between School and such appropriately-licensed supervising professionals that meets the satisfaction of Hospital prior to Participating Students beginning a rotation at Hospital.

(d) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to

the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(e) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(f) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(g) **Records**. School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

(h) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.

(i) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

(j) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less that one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence- based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of

the State or the School beyond any waiver explicitly stated in state statutes.

(k) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

(i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;

(ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;

(iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;

(iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she will not be permitted on the Facility's premises during the designated flu season period; and

(v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

(vi) Proof of completed vaccination for COVID-19 or exemption for religious or medical reasons.

(l) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(m) **Background Checks**.

(i) School will ensure that each Program Participant obtains prior to each non-

consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:

A. Social Security Number Verification;

B. Criminal Search (7 years or up to 5 criminal searches);

C. Violent Sex Offender and Predator Registry Search;

D. HHS/OIG List of Excluded Individuals;

E. GSA List of Parties Excluded from Federal Programs;

F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

G. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).

(n) **Drug Testing**. School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:

(i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.

(ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

(o) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.

(p) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

(q) **Approval and Authorization.** Hospital's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Hospital within ten (10) business days.

2. **RESPONSIBILITIES OF HOSPITAL.**

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.

(e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.

(f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

(g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.

(h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

(i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

(j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.

(k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.

(l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.

(m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

(a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.

(b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.

(c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.

(d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

(e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

(f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.

(g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS**. Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES**. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER**.

(a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

(b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or

School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.

(c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION**. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION**. The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

(a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").

(b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

(c) The Parties may terminate this Agreement at any time by mutual written agreement.

(d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES**.

(a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the

Term that:

(i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES**. No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO**. School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors

and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:	HCA FL Oak Hill Hospital 11375 Cortez Blvd Brooksville, FL 34613 **Attention: Chief Executive Officer**
Copy to:	HCA One Park Plaza, Bldg. 1, 2-East Nashville, TN 37203 **Attention: Operations Counsel**
If to School:	Central High School, FW Springstead High School, and Nature Coast Technical High School Central: 14075 Ken Austin Pkwy, Brooksville, FL 34613 Springstead: 3300 Mariner Blvd, Spring Hill, FL 34609 Nature Coast: 4057 California St, Brooksville, FL 34604 **Attention: Supervisor of College & Career Programs**

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER**. Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS**. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS**. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding

on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES**. School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

By: Beth Lastra

Title: Supervisor of College & Career Programs

Date:

HOSPITAL

By: Kenneth Wicker

Title: Chief Executive Officer

Date:

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

_____ _____

Signature of Program Participant/Print Name Date

_____ _____

Parent or Legal Guardian Date
If Program Participant is under 18 / Print Name

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the "Company") for which I am a Workforce Member (my "Engagement") manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information ("Patient Information"). "Workforce Member" means employees, employed Licensed Independent Practitioners (LIPs) (*e.g.,* employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (*e.g.*, nursing, medical, and interns), faculty/instructors, contractors (*e.g.*, HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients' information, "Confidential Information"). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company's policies and procedures, including, without limitation, its Privacy and Security Policies (available at http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the "Agreement") at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company's sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (*e.g.*, the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

http://hcahealthcare.com/ethics-compliance/ and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (*e.g.*, Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
    a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
    b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
    c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
    d. use tools or techniques to break, circumvent or exploit security measures;
    e. connect unauthorized systems or devices to the Company network; or
    f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
    a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
    b. I suspect media with Confidential Information has been lost or stolen;
    c. I suspect a virus or malware infection on any system;
    d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
    e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
    a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
    b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

"Development").

25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of_____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

__ __ verifies the Subject's Social Security Number;
__ __ does not reveal any criminal activity;
__ __ confirms the individual is not on either the GSA or OIG exclusion lists;
__ __ confirms the individual is not on a State exclusion list, if any;
__ __ confirms the individual is not listed as a violent sexual offender;
__ __ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
__ __ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name:_____

Address:_____

Date of Birth:_____

Social Security Number:_____

_____
Signature

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

_____
Printed Name

_____
[Name of Organization]

Date:_____

83931123\V-2

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 13. 23-1171 2/14/2023

Title and Board Action Requested
Approval to Accept the Audit Report for the Hernando County Education Direct Support Organization, Inc. (Education Foundation) for Fiscal Year Ending June 30, 2022.

Executive Summary
The Director of Finance, on behalf of the Superintendent of Schools hereby requests the Board accept the 2021-2022 Audit Report for the Hernando County Education Direct Support Organization, Inc. (Education Foundation).

Section 1001.453(4), Florida Statutes require direct support organizations to provide an annual audit of its operations and that such report be submitted to the Board for approval. The audit report for the fiscal year ending June 30, 2022 was completed by Purvis Gray and Company, LLP, Certified Public Accountants.

My Contact
Joyce McIntyre
Director of Finance
352-797-7004 Ext.438

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 12,500.00 see attached budget sheet. The cost for the previous fiscal year was $ $12,500.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

2022

Hernando County Education Direct Support Organization, Inc.

Financial Statements and Independent Auditor's Report

June 30, 2022

PURVIS GRAY
CERTIFIED PUBLIC ACCOUNTANTS

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

HERNANDO COUNTY EDUCATION DIRECT
SUPPORT ORGANIZATION, INC.
BROOKSVILLE, FLORIDA

JUNE 30, 2022

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Additional Elements of Report Prepared in Accordance with *Government Auditing Standards*, Issued by the Comptroller General of the United States
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 16-17
- Management Response Letter 18

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Hernando County Education Direct Support Organization, Inc.
Brooksville, Florida

Report on the Audit of the Financial Statements

Opinions
We have audited the accompanying financial statements of the business-type activity and major fund of the Hernando County Education Direct Support Organization, Inc. (the Organization) as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activity and major fund, of the Organization as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Board of Directors
Hernando County Education Direct Support Organization, Inc.
Brooksville, Florida

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required

Board of Directors
Hernando County Education Direct Support Organization, Inc.
Brooksville, Florida

INDEPENDENT AUDITOR'S REPORT

by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2022, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Purvis Gray

November 18, 2022
Ocala, Florida

HERNANDO COUNTY EDUCATION DIRECT SUPPORT ORGANIZATION, INC.
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022

This section of the Hernando County Education Direct Support Organization, Inc.'s (the Organization) annual financial report presents our discussion and analysis of financial performance for the fiscal periods ended on June 30, 2022 and 2021. Please read it in conjunction with the preceding Accountant's Audit Report and financial statements following this section.

OVERVIEW OF FINANCIAL STATEMENTS

This annual report consists of a series of financial statements. The Statements of Net Position and the Statements of Revenues, Expenses, and Changes in Net Position provide information about activities and present a long-term view of financial position. The Statements of Cash Flows provide information regarding net cash from (used in) various activities.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. These notes are an integral part of these financial statements and should be read as a part of the financial statements in order for the reader to have a clear understanding of activities and performance.

FINANCIAL HIGHLIGHTS

- The Organization's overall combined net position totaled $1,249,236 as of the year ended June 30, 2022, as compared to $1,259,153 as of the year ended June 30, 2021.

- Unrestricted net position totaled $89,848 and $106,805 for the years ended June 30, 2022 and 2021, respectively. These funds represent monies available to provide academic program support to students, teachers, and staff in Hernando County Public Schools, as well as general and administrative support.

- Restricted net position totaled $1,146,888 and $1,152,348 for the years ended June 30, 2022 and 2021, respectively. These funds represent monies which have been limited by donors for a specific purpose.

FINANCIAL ANALYSIS

	2022	2021
Current Assets	$ 1,265,108	$ 1,289,598
Capital Assets	12,500	-
Total Assets	1,277,608	1,289,598
Current Liabilities	28,372	30,445
Total Liabilities	28,372	30,445
Net Position		
Net Investment in Capital Assets	12,500	-
Restricted	1,146,888	1,152,348
Unrestricted	89,848	106,805
Net Position at End of Year	$ 1,249,236	$ 1,259,153

In comparing 2022 activity to 2021 activity, we note the following:

Total assets decreased by 0.90%, or $11,990.

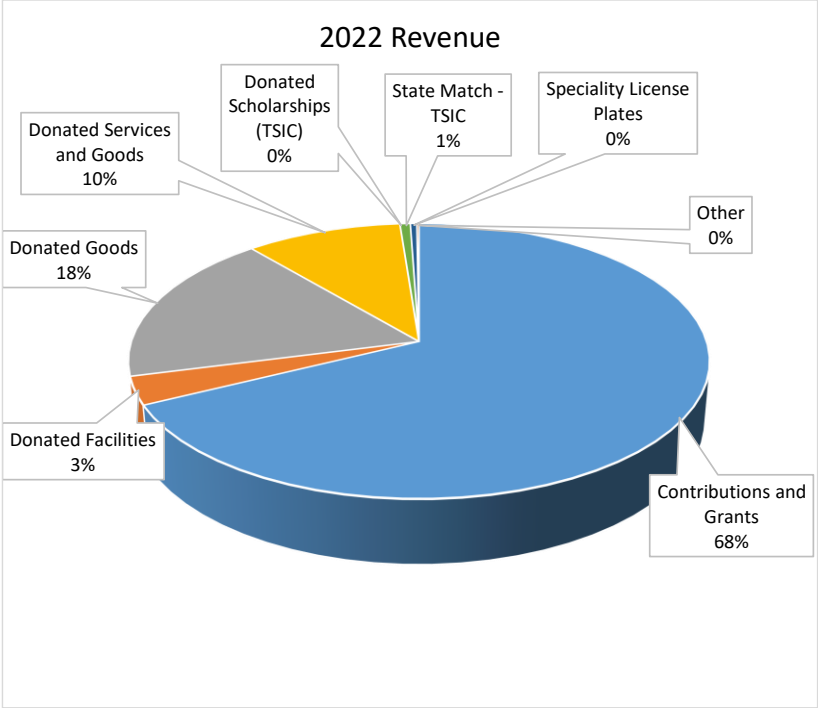
There was a net decrease in total liabilities of $2,073.

Total net position decreased by $9,917.

	2022	2021
Revenue:		
Contributions and Grants	$ 893,922	$ 733,506
Donated Facilities	43,400	42,000
Donated Goods	235,707	217,912
Donated Services and Goods	131,420	138,208
Donated Scholarships (TSIC)	-	398,284
State Match - TSIC	8,735	-
Speciality License Plates	5,480	4,164
Other	1,798	26,352
Total Revenue	1,320,462	1,560,426
Expenses:		
Grant Related Salary	252,483	152,445
Administration Salary	164,264	178,412
Scholarship Awards	26,370	32,825
Grants to Schools	275,499	141,488
TSIC Scholarship Payouts	17,520	-
Insurance	6,601	5,785
Bank Charges	55	64
Events and Fundraising	70,729	35,007
Memberships and Licenses	3,803	5,410
Janitorial	205	1,356
Program Support	31,336	6,129
Professional Fees	12,568	15,697
Postage and Freight	261	240
Recognition Awards	10,792	10,614
Training	2,611	441
Supplies	30,830	13,135
Computer Related Expenses	322	-
Advertising and Marketing	2,343	4,297
Travel Expenses	9,218	2,762
Miscellaneous	7,656	4,260
Donated Facilities	43,400	42,000
Grants to Teachers - Tools 4 Schools	222,513	303,656
Write Down of Land Held for Sale	-	84,000
Land for Sale Expenses	7,580	-
Donated Services and Goods	131,420	138,208
Total Expenses	1,330,379	1,178,231
Change in Net Position	(9,917)	382,195
Net Position at Beginning of Year	1,259,153	876,958
Net Position at End of Year	$ 1,249,236	$ 1,259,153

Significant differences between 2022 and 2021 revenues and expenses are discussed below:

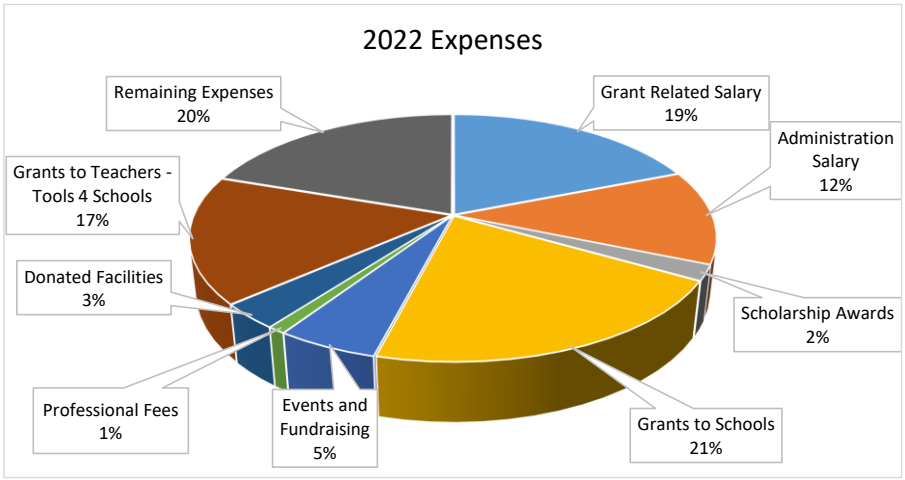
REVENUES



Operating Revenue – Overall Operating Revenue decreased by 15.4%, or $239,964. This decrease was related to the addition of the Take Stock in Children program related scholarship value in the prior year.

Contributions and Grants consists of contributions and STEAM grant.

EXPENSES



Program Expenses – Overall Expenses increased by 12.9%, or $152,147, with STEAM related expenses increasing by $100,038, due to a full year of STEAM related expenses. The overall increase was related to significantly higher donated goods for both the recognition events, supplies and program support and Tools 4 Schools, and the combined total was $52,109.

REQUESTS FOR INFORMATION

This section of the Organization's annual financial report is designed to provide a general overview of the Organization's finances. Questions about any of the information provided in this report or requests for additional financial information should be addressed to the Hernando County Education Foundation at 900 Emerson Rd., Brooksville, Florida 34601.

FINANCIAL STATEMENTS

STATEMENTS OF NET POSITION
AS OF JUNE 30, 2022 AND 2021
HERNANDO COUNTY EDUCATION DIRECT SUPPORT ORGANIZATION, INC.
BROOKSVILLE, FLORIDA

ASSETS

	2022	2021
Assets		
Current Assets:		
Cash and Cash Equivalents	$ 473,510	$ 506,442
Grant Receivable	187,572	101,541
Take Stock in Children Receivable	23,200	8,014
Prepaid Expenses	6,555	3,436
Inventory - Tools 4 Schools	177,541	159,189
Inventory - Operation Cinderella and Other Donated Items	51,895	44,395
Total Current Assets	920,273	823,017
Capital Assets:		
Vehicle	12,500	-
Total Capital Assets	12,500	-
Other Assets:		
Take Stock in Children Scholarship (Contract Value)	344,835	326,581
Land Held for Sale	-	140,000
Total Other Assets	344,835	466,581
Total Assets	1,277,608	1,289,598

LIABILITIES AND NET POSITION

Liabilities		
Accounts Payable	16,853	30,445
Accrued Payroll and Related Expenses	11,519	-
Total Liabilities	28,372	30,445
Net Position		
Net Investment in Capital Assets	12,500	-
Restricted:		
Tools 4 Schools	204,782	215,388
Operation Cinderella	51,895	44,395
Scholarships	256,106	259,935
Take Stock in Children	362,660	371,116
Classroom Grants/School Donations	271,445	261,514
Unrestricted	89,848	106,805
Total Net Position	$ 1,249,236	$ 1,259,153

See accompanying notes.

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
HERNANDO COUNTY EDUCATION DIRECT SUPPORT ORGANIZATION, INC.
BROOKSVILLE, FLORIDA

	2022	2021
Operating Revenues		
Government Grant - STEAM	$ 322,310	$ 170,185
State Revenues - TSIC	21,873	-
State Match - TSIC	8,735	-
Contributions - Unrestricted	519,739	527,321
Contributions - Scholarships	30,000	36,000
Specialty License Plate Revenue	5,480	4,164
Donated Facilities	43,400	42,000
Donated Goods - Tools 4 Schools	228,207	217,142
Donated Goods - Operation Cinderella	7,500	770
Donated Services and Goods	131,420	138,208
Donated Scholarships - TSIC	-	398,284
PPP Loan Forgiveness	-	25,512
Other	1,798	840
Total Operating Revenues	1,320,462	1,560,426
Operating Expenses		
Salary Expenses (Administration and Grant Related)	416,747	330,857
Scholarship Awards	26,370	32,825
Grants to Schools	275,499	141,488
Grants to Teachers - Tools 4 Schools	222,513	303,656
TSIC Scholarship Payouts	17,520	-
Donated Facilities	43,400	42,000
Donated Services and Goods	131,420	138,208
Insurance	6,602	5,785
Bank Charges	55	64
Events and Fundraising	70,729	35,007
Memberships, Dues, and Licenses	3,803	5,410
Janitorial	205	1,356
Program Support	31,336	6,129
Professional Fees	12,568	15,697
Postage and Freight	261	240
Recognition Awards	10,792	10,614
Training	2,611	441
Supplies	30,830	13,135
Computer Related Expenses	322	-
Advertising and Marketing	2,343	4,297
Travel Expenses	9,218	2,762
Miscellaneous	7,655	4,260
Write Down of Land Held for Sale	-	84,000
Selling Expenses - Land Sale	7,580	-
(Total Operating Expenses)	(1,330,379)	(1,178,231)
Change in Net Position	(9,917)	382,195
Net Position, Beginning of Year	1,259,153	876,958
Net Position, End of Year	$ 1,249,236	$ 1,259,153

See accompanying notes.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
HERNANDO COUNTY EDUCATION DIRECT SUPPORT ORGANIZATION, INC.
BROOKSVILLE, FLORIDA

	2022	2021
Cash Flows from Operating Activities		
Receipts from Contributions	$ 689,739	$ 636,524
Receipts from Government Grants	248,446	243,901
Other Receipts	1,798	841
Payments to Employees for Services	(414,747)	(339,537)
Payments to Vendors	(256,299)	(87,580)
Payments for Scholarships Awarded	(26,370)	(32,825)
Payments for School Grants	(275,499)	(141,488)
Net Cash Provided by (Used in) Operating Activities	(32,932)	279,836
Net (Decrease) Increase in Cash and Cash Equivalents	(32,932)	279,836
Cash and Cash Equivalents at Beginning of Year	506,442	226,606
Cash and Cash Equivalents at End of Year	$ 473,510	$ 506,442
Reconciliation of Operating Income to Net Cash Used in (Provided by) Operating Activities		
Operating Income (Loss)	$ (9,917)	$ 382,195
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:		
Net Donated Items Utilized	(14,588)	(211,799)
Donated Land Held for Sale Write Down	-	84,000
Loan Forgiveness	-	(25,511)
Decrease (Increase) in:		
Grants and Other Receivables	(101,217)	71,052
Prepaid Expenses	(3,119)	(160)
Inventory	(15,046)	(29,038)
Donated Land Held for Sale	140,000	-
Scholarships Purchased	(26,972)	-
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	(2,073)	9,097
Total Adjustments	(23,015)	(102,359)
Net Cash Used in (Provided by) Operating Activities	$ (32,932)	$ 279,836
Supplemental Information		
Non-Cash Donations:		
Donated Inventory (Tools 4 Schools Program and Operation Cinderella)	$ 235,707	$ 217,912
Donated Facilities	43,400	42,000
Donated Goods for Annual Campaign	131,420	138,208
Take Stock in Children Scholarship Donations	-	326,581
State Match - Take Stock in Children	8,735	-

See accompanying notes.

NOTES TO FINANCIAL STATEMENTS
HERNANDO COUNTY EDUCATION DIRECT SUPPORT ORGANIZATION, INC.
BROOKSVILLE, FLORIDA

Note 1 - Summary of Significant Accounting Policies

Organization
Hernando County Education Direct Support Organization, Inc. (the Organization) is a non-profit corporation, organized solely for education support purposes pursuant to Florida Statutes Section 617 and to act as a Direct Support Organization as set forth in Section 1001.453(4) of the Florida Statutes.

The specific and exclusive purpose of this Organization is to create partnerships that advance student achievement and promote excellence for the benefit of public pre-kindergarten through 12th grade education in Hernando County, Florida.

Program Information
STEAM Grant – the Organization facilitates the Science Technology Engineering Arts and Mathematics (STEAM) grant for the school district. The grant provides afterschool and summer STEAM programs for the students of Hernando County.

Operation Cinderella – the Organization accepts donations of prom, homecoming, and formal dresses. With the donated goods, the Organization offers for young ladies to utilize the dresses in order to attend the various school dances and events. On a smaller scale, the Organization also receives men's suits for the same purposes.

Specialty License Plate – the Organization receives revenues from the state for individuals that purchase a specialty license plate.

Tools 4 Schools – the Organization receives donated goods or directed gifts for the purpose of stocking the Tools 4 Schools pantry. The teachers may visit and take supplies for their classrooms and students in need. During 2021, the Organization received a large donation of supplies for this program from the Kids Wish Network valued at approximately $162,000.

Classroom Grants – grants to classrooms are provided through several means. The Organization is a member of Consortium and applies for grants on behalf of teachers and students. Also, community members can provide grant funds to the Organization that are provided to the applicable classrooms.

Recognition Events – events held for the recognition of outstanding teacher and support related employees for their efforts to help students in Hernando County, turnaround student, retiree celebration, Volunteer and Business Partner Recognition. In addition, the Organization receives community donations to support a parent and teacher academy and new teacher orientation to the individuals of the school district.

School Donations – the Organization receives community donations, and these funds are then provided to the respective schools or teachers as per the school district requirement.

Scholarships – the Organization receives awarded scholarship funds from various sources and provides them to individuals on a semester-by-semester basis.

Specific School Donation – the Organization receives donations that are intended for Specific School Donation use that are subsequently passed on to that organization.

Take Stock in Children – The Organization, through its donors for the Take Stock in Children program, purchases two-year or four-year scholarship contracts from the Florida Prepaid College Foundation. The State of Florida, through the Florida Prepaid College Foundation, matches, dollar-for-dollar, the cost of these scholarship contracts purchases and holds the full value of the scholarship contracts, including changes in the scholarship contract value, on behalf of the Organization. In addition, the Organization requests reimbursement from the program for certain operational costs.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
The financial statements of the Organization have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting.

The Organization prepares its financial statements using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when incurred.

Fund Accounting
The financial statements are presented in accordance with principles of fund accounting, whereby revenues and expenses are classified into funds according to specified purposes. Currently, the Organization has one operating fund, which contains restricted and unrestricted components. The Organization's operating account includes unrestricted and restricted resources, representing the portion of expendable and non-expendable funds that are available for support of operations and funds available for use in accordance with specific restrictions, respectively. When both restricted and unrestricted resources are available for use, it is the Organization's policy to use restricted resources first, then unrestricted resources as they are needed.

Income Taxes
The Organization is exempt from income taxes under Section 501(c) (3) of the Internal Revenue Code. Accordingly, the financial statements do not reflect a provision for income taxes.

The Organization files income tax returns in the U.S. federal jurisdictions.

Cash and Cash Equivalents
For purposes of the statements of cash flows, the Organization considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Classification of Revenues and Expenses
The Organization classifies its revenues and expenses as operating or non-operating. Operating revenues include the primary activities of contributions from donors, program revenues, special events, and other activities. Operating expenses include the primary activities of grants to schools, salaries, fundraising, and other expenses. There were no non-operating revenues or expenses.

Grants Receivable
Grants receivable consisted of grant funds and other scholarship related receivables. Management anticipates subsequent receipt of all of these funds; therefore, no allowance amount was recorded.

Take Stock in Children Receivable
The Organization receives quarterly grant installments from the Take Stock in Children program for the reimbursement of operational expenses of the program. As of June 30, 2022 and 2021, accounts receivable of $23,200 and $8,014, respectively, have been recorded for quarterly grant installments unpaid as of these dates. No allowance for uncollectible receivables related to these amounts has been recorded, as these amounts are expected to be collected in the ordinary course of business within a year.

Inventory
Inventory consists of donated supplies used for program services specified by the donor. Contributions of inventory are stated at fair value determined by the first-in, first-out method. The Organization receives and distributes contributions for the new Tools 4 Schools program to assist teachers with classroom supplies and donated prom/homecoming dresses for the Operation Cinderella program.

Capital Assets
During the 2022 year, the Organization received a donated, used School Bus to be accounted for as a Capital Asset, Vehicle to be used in operations. Donated capital assets are valued at their estimated acquisition value on the date received. It is the Organization's policy to capitalize all capital assets with values over $5,000. No depreciation was recorded during the year of receipt. The Organization will depreciate the School Bus over the useful life of 5 years using the straight-line method.

In-Kind Contributions
Contributions of services and donated items, which are provided to the Organization, have been recorded in the accompanying financial statements. These contributions are recorded at their estimated fair values at the date of receipt. Volunteer services provided during events held by the Organization do not meet the criterion used to record donated services and have not been recorded in the financial statements.

Accounting Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Land Held for Sale
Land was donated in the prior year with an appraised value of $224,000; the land is held for sale and restricted for scholarships upon sale of the asset. In 2021-2022 fiscal year, the Organization accepted an offer to purchase land held for sale for less than the prior year appraised value. The Organization wrote down the asset to the accepted sales value, $140,000, as of June 30, 2021. During the 2022 fiscal year the land transaction was completed and the sales price of $140,000 less expenses was received.

Restricted Net Position
At June 30, 2022, the Organization had a restricted net position of $1,146,888. These funds were received from outside parties to be used for specified purposes and related expenditures had not been made as of year-end. This money is not available for other uses.

Subsequent Events
The Organization has evaluated events and transactions for potential recognition or disclosure in the financial statements through November 18, 2022, the date the financial statements were available to be issued.

Note 2 - Assets Held by Others

Take Stock in Children Scholarship Program Overview
During the 2021 fiscal year, the Organization took over the administration of the Take Stock in Children Program from Pasco Hernando State College (PHSC). As part of that process, PHSC provided the remainder of their fundraising account ($12,210) to allow for the Organization to purchase scholarships in the future.

The Organization, through its donors for the Take Stock in Children program, will purchase two-year or four-year scholarship contracts from the Florida Prepaid College Foundation. The State of Florida, through the Florida Prepaid College Foundation, matches, dollar-for-dollar, the cost of these scholarship contracts purchases and holds the full value of the scholarship contracts, including changes in the scholarship contracts' contract value, on behalf of the Organization.

The Organization exercises control over these scholarship contracts by selecting students from Hernando County School District to participate in the Take Stock in Children program. Upon completion of the program and graduation from high school, the full contract value of these scholarship contracts are provided to the students for their college education. Any unused scholarships may be reinvested in new scholarship contracts to be provided to new students or existing students.

	2022	2021
Contract Value	$ 344,835	$ 326,581

Contract Value
The Organization has reported the current value of the scholarship contracts based on information provided by the Florida Prepaid College Foundation, which values the scholarship contracts based on available hours on the contract and the average rates paid to Florida universities and colleges.

Florida Prepaid Scholarships Utilized, Net of Value Adjustment
The Organization has reported the Florida Prepaid Scholarships Utilized, Net of Value Adjustment based on information provided by the Florida Prepaid College Foundation. This component consists of changes in the value of the scholarship related to the scholarships usage by students, as well as changes in the value of the scholarship contracts as a result of changes in tuition costs at Florida universities and colleges.

Note 3 - Capital Assets

	Beginning Balance	Additions	Deletions	Ending Balance
Business-Type Activities				
School Bus	$ -	$ 12,500	$ -	$ 12,500
Less: Accumulated Depreciation for School Bus	-	-	-	-
Business-Type Activities Capital Assets, Net	$ -	$ 12,500	$ -	$ 12,500

Note 4 - Specialty License Plate Revenue

For the fiscal year ended June 30, 2022, the Organization received $5,480 of specialty license plate revenue from the State of Florida Department of Highway Safety and Motor Vehicles.

Pursuant to Section 320.08056 of the Florida Statutes, the Organization may not use specialty license plate revenue, or any interest earned from those fees, for commercial, or for-profit activities, or for general or administrative expenses, except as authorized by the Florida Statutes.

Note 5 - Concentration of Credit Risk

Demand Deposits
The Organization maintains demand deposit accounts with a financial institution in which funds are insured by the Federal Deposit Insurance Corporation (FDIC). At times throughout the year, the funds held in these accounts may exceed FDIC limits.

Note 6 - Related-Party Transactions

Several of the Board Members are employed by the Hernando County School Board District (the District) or corporations that donate or provide goods to the Organization.

The District provides donated services and payments for services to the Organization, including office space, information technology, utilities, and financial audit and tax preparation. The value of the donated office space for the 2022 fiscal year was $43,400, and the amount recognized for 2021 was $42,000.

Note 7 - STEAM Grant

The Organization was awarded a Department of Education 21st Century Education Center STEAM grant. Total federal expenditures in the program were approximately $322,310, including indirect costs. Because the total federal expenditures were less than $750,000, the Organization was not subject to an audit in accordance with 2 CFR Part 200 (Federal Single Audit) under the Uniform Guidance.

ADDITIONAL ELEMENTS OF REPORT PREPARED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*, ISSUED BY THE COMPTROLLER GENERAL OF THE UNITED STATES

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Hernando County Education Direct Support Organization, Inc.
Brooksville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the financial statements of the business-type activity and major fund of Hernando County Education Direct Support Organization, Inc. (the Organization) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements, and have issued our report thereon dated November 18, 2022.

Report on Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control that we consider to be a significant deficiency:

To the Board of Directors
Hernando County Education Direct Support Organization, Inc.
Brooksville, Florida

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

- **2014-1 Segregation of Duties**—Currently, the Organization's staff consists of a few individuals that have complete access to all accounting transactions, including the receipting and disbursement processes and cash and account reconciliation processes. These issues create a deficiency in internal controls such that there is a lack of proper segregation of duties in the accounting function.

  This issue is common with small organizations of this size. It is our understanding that the Organization has an audit and finance committee that was formed to oversee accounting transactions and financial statements and reports. Additional oversight is provided by the Board of Directors and Executive Committee.

  We recommend that the Organization continue this oversight to mitigate this condition.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Management's Response to the above Significant Deficiency in Internal Control
Government Auditing Standards requires the auditor to perform limited procedures on management's response to the finding identified in our audit and described above. Management's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

November 18, 2022
Ocala, Florida



Chief Executive Officer
Tammy Brinker
President
Kandice Christmas
President Elect
Carly Mullins
Vice President/Marketing
Shannon Rodriguez
Secretary/Treasurer
Debbye Warrell
Past President
Debra Myers

Board of Directors
Lisa Becker
Elizabeth Casner
Karen Powell
Justen Early (Academy of Teachers)
Michael Gunther
Billy Healis
Jeff Holcomb (State Representative)
Joe Pastore
Ben Prescott
Linda Prescott (School Board)
John Stratton (Superintendent)
Jarvis Upshaw
Fred Weber
Gus Guadagnino
(School Board and Ex Officio)
Ray Mooney (Ex Officio)

Date: November 18, 2022

To: HCEF Board of Director's

Re: Independent Auditor's Report

Dear Board of Director's,

The following is managements responses and recommendations to the July 1, 2021-June 30, 2022 Independent Auditor's Report.

2014-1 Segregation of Duties – Our CPA firm recommends that Hernando County Education Foundation Board of Director's and Finance and Audit Committee continue to oversee all accounting functions. In 2014, management put into place a Finance and Audit Committee that meets on monthly financials overseeing all aspects of the organization. This issue is common with small organizations and our board and committee will continue to oversee all accounting functions.

If you have any questions or concerns, please feel free to contact me any time at 352-797-7313 ext. 165.

Tax ID: 59-3031959

Sincerely,

Tammy Brinker

Tammy Brinker
Chief Executive Officer
Hernando County Education Foundation
brinker_t@hcsb.k12.fl.us
(Phone) 352-797-7313 (Ext.0)
(Fax) 352-797-7177



H.C.E.F
Hernando County Education Foundation

The Hernando County Education Foundation is a non-profit 501(c)(3) organization dedicated to creating partnerships that advance student achievement and promote excellence within Hernando County Public Education.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE, 1-800-435-7352. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE REGISTRATION #ch2624.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Fund - Professional Services

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	9100	3100	9101	49500	00000

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 12,500.00		$ -0-		$ -0-		$ 12,500.00		$ 12,500.00		$ -0-

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: 12,500.00
Prior Year Actual Spent: 12,500.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 14. 23-1172 2/14/2023

Title and Board Action Requested
Accept the Audit of BEST Academy for Fiscal Year Ending June 30, 2022

Executive Summary
The Director of Finance, on behalf of the Superintendent of Schools hereby requests the Board accept the 2021-2022 Audit Report for BEST Academy. In accordance with the charter school contract and Section 1002.33 (9)(g), Florida Statutes, attached is the audit of BEST Academy for fiscal year ending June 30, 2022. The audit was performed by the CPA firm, King & Walker, CPA's, PL.

My Contact
Joyce McIntyre
Director of Finance
352-797-7004 Ext.438

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0 .

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

BROOKSVILLE ENGINEERING,

SCIENCE & TECHNOLOGY

ACADEMY, INC.

A Charter School and Component Unit of the
District School Board of Hernando County, Florida

INDEPENDENT AUDITOR'S REPORT

for the fiscal year ended JUNE 30, 2022

King & Walker, CPAs, PL

Certified Public Accountants

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BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

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KING & WALKER
CERTIFIED PUBLIC ACCOUNTANTS

Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

2803 W. Busch Blvd Ste 106
Tampa, FL 33618
office (813) 892-4274 fax (813) 932-1913
www.KingandWalker.com

Independent Auditor's Report

To the Board of Directors of the Brooksville Engineering, Science & Technology Academy, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Brooksville Engineering, Science & Technology Academy, Inc. ("School") a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison Schedule, and Note to Required Supplementary Information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report August 15, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's, internal control over financial reporting and compliance.



August 15, 2022
Tampa, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

The Management's Discussion and Analysis (MD&A) section of the annual financial report of the Brooksville Engineering, Science & Technology Academy, Inc. ("School") provides an overview of the School's activities for the fiscal year ended June 30, 2022.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School's financial statements and notes to financial statements, as listed in the table of contents.

FINANCIAL HIGHLIGHTS

- For the fiscal year ended June 30, 2022, the School's revenues exceeded expenses as shown on the School's statement of activities by $82,587.
- As shown on the statement of net position, the School reported an unrestricted net position balance of $230,830.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of net position provides information about the government's financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the net position, is a measure of the financial health of the School. The statement of activities presents information about the change in the School's net position and the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the School's financial health is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The School operates the following funds; a General Fund to account for its general operations and internal account activities, a Capital Projects Fund to account for financial resources that are restricted, committed or assigned to expenditures for capital outlays, and a Special Revenue Fund to account for Federal grant programs. For reporting purposes, the General Fund is considered a major fund. Data from the other governmental funds are combined into a single aggregate presentation.

The School adopts an annual budget for its General Fund. A budgetary comparison schedule, as required, has been provided for the General Fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School's current and prior year net position:

Net Position, End of Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
ASSETS			
Current and Other Assets	$ 246,742	$ 231,822	$ (14,920)
Capital Assets, Net	2,324	13,953	11,629
Total Assets	249,066	245,775	(3,291)
LIABILITIES			
Current Liabilities	86,870	992	(85,878)
Noncurrent Liabilities	-	-	-
Total Liabilities	86,870	992	(85,878)
NET POSITION			
Net Investment in Capital Assets	2,324	13,953	11,629
Unrestricted	159,872	230,830	70,958
Total Net Position	$ 162,196	$ 244,783	$ 82,587

Current Assets consists primarily of cash and cash equivalents (91%). Capital assets increased due to the purchase of furniture, fixtures and equipment assets. Liabilities consist of accounts payable. Total Net Position amounted to $244,783 which included an Unrestricted Net Position balance of $230,830.

The following is a summary of the School's net change in position for the current and prior year:

Operating Results for the Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
Revenues:			
Federal Through State and Local	$ 17,560	$ 28,319	$ 10,759
State	649,804	520,697	(129,107)
Local and Other	11,471	48,400	36,929
Special Item - PPP Loan Forgiveness	-	86,084	86,084
Total Revenues	678,835	683,500	4,665
Expenses:			
Instruction	284,379	272,675	(11,704)
Board	30,977	24,166	(6,811)
General Administration	28,819	22,756	(6,063)
School Administration	147,719	133,747	(13,972)
Facilities Acquisition & Construction	43,209	50,647	7,438
Fiscal Services	16,510	2,811	(13,699)
Student Transportation	1,164	4,314	3,150
Operation of Plant	81,192	78,439	(2,753)
Community Service	1,769	9,745	7,976
Unallocated Depreciation	1,061	1,613	552
Total Expenses	636,799	600,913	(35,886)
Increase/(Decrease) in Net Position	$ 42,036	$ 82,587	$ 40,551

The largest revenue source for the School is the State of Florida (87%). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula. The FEFP formula utilizes student enrollment data to determine the funds available for the School.

The largest concentration of expenses is in Instruction which accounted for 45% of total expenditures, and consists primarily of teachers' salaries.

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of $230,830.

BUDGETARY HIGHLIGHTS

The General Fund budget for the fiscal year ended June 30, 2022, was developed based on the School's anticipated revenues and expenditures, the expected student population for the school year. Over the course of the year, management monitors the budget and may revise the budget. Refer to the Budgetary Comparison Schedule for additional information.

CAPITAL ASSETS

The School's investment in capital assets for its governmental activities as of June 30, 2022, amounts to $13,953 (net of accumulated depreciation). This investment in capital assets includes furniture, fixtures, and equipment and motor vehicles. Additional information regarding the School's capital assets can be found in the notes to the financial statements.

DEBT

In the fiscal year 2019-20, the School received a Paycheck Protection Program Loan under the CARES Act of $86,084 to be used for payroll costs and health care benefits. This loan was forgiven in July 2021. Additional information regarding the loan can be found in the notes to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the School's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Principal, Brooksville Engineering, Science & Technology Academy, Inc., 835 School Street, Brooksville, Florida 34601.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF NET POSITION

June 30, 2022

	Government Activities
ASSETS	
Cash & Cash Equivalents	$ 210,454
Due From Other Agencies	13,242
Accounts Receivable	8,126
Capital Assets:	
Furniture, Fixtures, and Equipment, Net	13,953
Motor Vehicles, Net	-
Total Capital Assets	13,953
TOTAL ASSETS	245,775
LIABILITIES	
Accounts Payable	992
TOTAL LIABILITIES	992
NET POSITION	
Net Investment in Capital Assets	13,953
Unrestricted	230,830
TOTAL NET POSITION	$ 244,783

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes Net Position: Governmental Activities
Governmental Activities:					
Instruction	$ 272,675	$ -	$ 25,258	$ -	$ (247,417)
Board	24,166		-		(24,166)
General Administration	22,756		-		(22,756)
School Administration	133,747		-		(133,747)
Facilities Acquisition & Construction	50,647		-	46,720	(3,927)
Fiscal Services	2,811		-		(2,811)
Student Transportation	4,314		-		(4,314)
Operation of Plant	78,439		-		(78,439)
Community Service	9,745	6,070	-		(3,675)
Unallocated Depreciation	1,613		-		(1,613)
Total Governmental Activities	$ 600,913	$ 6,070	$ 25,258	$ 46,720	(522,865)
General Revenue					
State Sources					473,977
Local and Other					42,330
Grants not restricted to specific program					3,061
Special Item - PPP Loan Forgiveness					86,084
Total General Revenues					605,452
Change in Net Position					82,587
Net Position - July 1, 2021					162,196
Net Position - June 30, 2022					$ 244,783

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash & Cash Equivalents	$ 210,454	$ -	$ 210,454
Due From Other Agencies	13,242	-	13,242
Accounts Receivable	8,126	-	8,126
Total Assets	$ 231,822	$ -	$ 231,822
LIABILITIES			
Accounts Payable	$ 992	$ -	$ 992
Total Liabilities	992	-	992
FUND BALANCES			
Unassigned	230,830	-	230,830
Total Fund Balances	230,830	-	230,830
Total Liabilities and Fund Balances	$ 231,822	$ -	$ 231,822

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

June 30, 2022

Total Fund Balances - Governmental Funds	$	230,830
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.		13,953
Total Net Position - Governmental Activities	$	244,783

The accompanying notes to financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
Revenues			
Intergovernmental:			
Federal Through State and Local	$ 3,061	$ 25,258	$ 28,319
State	473,977	46,720	520,697
Local and Other	48,400	-	48,400
Total Revenues	525,438	71,978	597,416
Expenditures			
Current - Education:			
Instruction	260,659	12,016	272,675
Board	24,166	-	24,166
General Administration	22,756	-	22,756
School Administration	133,747	-	133,747
Facilities Acquisition & Construction	3,927	46,720	50,647
Fiscal Services	2,811	-	2,811
Student Transportation	4,314	-	4,314
Operation of Plant	78,439	-	78,439
Community Service	9,745	-	9,745
Fixed Capital Outlay:			
Other Capital Outlay	-	13,242	13,242
Total Expenditures	540,564	71,978	612,542
Excess/(Deficiency) of Revenues Over Expenditures	(15,126)	-	(15,126)
Other Financing Sources (Uses):			
Special Item - PPP Loan Forgiveness	86,084	-	86,084
Total Other Financing Sources (Uses)	86,084	-	86,084
Net Change in Fund Balances	70,958	-	70,958
Fund Balances, July 1, 2021	159,872	-	159,872
Fund Balances, June 30, 2022	$ 230,830	$ -	$ 230,830

The accompanying notes to financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

Net Change in Fund Balances - Governmental Funds		$ 70,958
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital Outlays	13,242	
Depreciation Expense	(1,613)	11,629
Change in Net Position - Governmental Activities		$ 82,587

The accompanying notes to the financial statements are an integral part of this statement.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- **Reporting Entity**

Brooksville Engineering, Science & Technology Academy, Inc. ("School") is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act. The governing body of the School is the Board of Directors, which is comprised of not less than three members.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Hernando County, Florida, ("District"). The current charter was effective through June 30, 2023, and is subject to annual review and may be renewed by mutual agreement between the School and the District. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the school in writing at least 90 days prior to the charter's expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a component unit of the District; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

- **Basis of Presentation**

Government-wide Financial Statements - Government-wide financial statements, including the statement of net position and the statement of activities, present information about the School as a whole.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements - Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

The School's major governmental fund is as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Financial data from the remaining governmental funds are presented in the aggregate**.**

- **Basis of Accounting**

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified

accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

- **Recently Issued Accounting Principles**

The School implemented GASB Statement No. 87, Leases, which establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset. This statement increases the usefulness of the Schools' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating. The School will recognize a lease liability and an intangible right-to-use asset, which applies to buildings, land and equipment. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.

- **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and a certificate of deposit with financial institutions. Deposits on hand at financial institutions are insured by the Federal Deposit Insurance Company up to $250,000.

- **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than $1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed

Capital assets are depreciated/amortized using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Furniture, Fixtures and Equipment	3 - 5 years
Motor Vehicles	5 years

- **Noncurrent Liabilities**

Long-term debt obligations that will be financed by resources to be received in the future by the general fund are reported in the government-wide financial statements, not in the general fund.

- **Deferred Outflows/Inflows of Resources**

  In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

  In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

- **Net Position and Fund Balance Classification**

  Government-wide Financial Statements

  Net Position are classified and reported in three components:

  - Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
  - Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
  - Unrestricted Net Position – all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

  Fund Financial Statements

  GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

  - Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.

- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the School's Board of Governance.
- Assigned – fund balance that is intended to be used by the School's management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School's general fund and includes all spendable amounts not contained in the other classifications.

➢ **Order of Fund Balance Spending Policy**

The School's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general fund.

➢ **Revenue Sources**

Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made.

The basic amount of funding through the FEFP under Section 1011.62 is the product of the (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the legislature. Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2022, the School reported 80.12 unweighted FTE.

FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

- Attendance and membership documentation (Rule 6A-1.044, FAC).
- Teacher certificates and other certification documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives federal or state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections.

The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available.

- **Income Tax**

  The School is exempt from Federal tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements. The School's income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

- **Use of Estimates**

  In preparing the financial statements in conformity with generally accepted accounting principles in the United States (GAAP) management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

- **Subsequent Events**

  Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. ACCOUNTS RECEIVABLE

The amount reported as accounts receivable in the accompanying statement of net position and balance sheet – governmental funds consists of amounts charged and due from students for activity fees in the General Fund. An allowance for uncollectible accounts has been established based on past collection experience.

3. DUE FROM OTHER AGENCIES

The amounts Due From Other Agencies included in the accompanying statement of net position and balance sheet – governmental funds primarily consists of amounts due from the Hernando County School District for grant programs. This receivable is considered to be fully collectible and as such, no allowance for uncollectible accounts has been established.

4. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by Federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

5. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Furniture, Fixtures and Equipment	$ 81,929	$ 13,242	$ -	$ 95,171
Motor Vehicles	96,381	-		96,381
Total Capital Assets	178,310	13,242	-	191,552
Less Accumulated Depreciation/Amortization for:				
Furniture, Fixtures and Equipment	(79,605)	(1,613)		(81,218)
Motor Vehicles	(96,381)	-		(96,381)
Total Accumulated Depreciation	(175,986)	(1,613)	-	(177,599)
Governmental Activities Capital Assets, net	$ 2,324	$ 11,629	$ -	$ 13,953

All depreciation/amortization expense was shown as unallocated on the Statement of Activities.

6. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	$ 412,833
Categorical Programs:	
Class Size Reduction	55,792
Charter School Capital Outlay	46,720
Miscellaneous	5,352
Total State Revenue	$ 520,697

As provided in the charter school contract, the District has charged the School an administrative fee equal to $22,756.

7. DEBT FORGIVENESS

The School was granted a loan from Truist Bank, N.A. in July 2020 in the amount of $86,084, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act. The School met the qualifications for loan forgiveness under the PPP and was provided repayment forgiveness in the amount of $86,084 in July 2021.

Revenue was recorded as an special item-debt forgiveness in the statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds for this amount.

8. FACILITY LEASE

The School leases its educational facility under a five year non-cancelable operating lease to June 30, 2023. Monthly rent for the 2021-22 fiscal year was $4,200 per month. Rental expenditures for the fiscal year totaled $50,400.

9. COMMITMENTS AND CONTINGENT LIABILITIES

The School participates in state grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies, therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectibility of any related receivables at June 30, 2022, may be impaired.

In the opinion of the School, there are no significant liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

10. PENSION PLAN

The School participates in a defined contribution tax sheltered annuity SIMPLE plan under IRS regulation Section 408(p) plan. Eligible employees are allowed to contribute to the plan and the School is obligated to match the employee's contribution up to 3 percent of their annual salary. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices, therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. The rate of contribution is set annually by the School's Board of Directors.

11. FUNDING AND CREDIT CONCENTRATIONS

The School receives substantially all of its support and revenue from federal, state and local funding sources, passed through the District, in the form of performance and budget based contracts. Continuing operation of the School is greatly dependent upon the continued support of these governmental agencies.

12. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

13. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND (UNAUDITED)
For the Fiscal Year Ended June 30, 2022

	General Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:				
Intergovernmental:				
Federal Through State and Local	$ -	$ 3,061	$ 3,061	$ -
State	679,156	473,977	473,977	-
Local and Other	31,500	48,400	48,400	-
Total Revenues	710,656	525,438	525,438	-
Expenditures:				
Current - Education:				
Instruction	374,579	260,659	260,659	-
Board	7,500	24,166	24,166	-
General Administration	33,027	22,756	22,756	-
School Administration	180,431	133,747	133,747	-
Facilities Acquisition & Construction	-	3,927	3,927	-
Fiscal Services	40,376	2,811	2,811	-
Student Transportation	-	4,314	4,314	-
Operation of Plant	57,250	78,439	78,439	-
Community Service	-	9,745	9,745	-
Total Expenditures	693,163	540,564	540,564	-
Excess (Deficiency) of Revenues Over Expenditures	17,493	(15,126)	(15,126)	-
Other Financing Sources (Uses):				
Special Item - PPP Loan Forgiveness		86,084	86,084	-
Total Other Financing Sources (Uses)	-	86,084	86,084	-
Net Change in Fund Balance	17,493	70,958	70,958	-
Fund Balance, July 1, 2021	159,872	159,872	159,872	-
Fund Balance, June 30, 2022	$ 177,365	$ 230,830	$ 230,830	$ -

See Independent Auditor's Report

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.

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Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors of the Brooksville Engineering, Science & Technology Academy, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Brooksville Engineering, Science & Technology Academy, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated August 15, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



August 15, 2022
Tampa, Florida

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Management Letter as Required by Rules of the Florida Auditor General, Chapter 10.850, Florida Statutes, *Charter School Audits*

To the Board of Directors of Brooksville Engineering, Science & Technology Academy, Inc.
a Charter School and Component Unit of the
District School Board of Hernando County, Florida

Report on the Financial Statements

We have audited the financial statements of the Brooksville Engineering, Science & Technology Academy, Inc. ("School"), a Charter School and Component Unit of the District School Board of Hernando County, Florida, as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated August 15, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated August 15, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings in the previous audit report.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are Brooksville Engineering, Science & Technology Academy, Inc., 274461.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the School has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the School. It is management's responsibility to monitor the School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the School maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the School maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Hernando County, Florida and is not intended to be and should not be used by anyone other than these specified parties.



August 15, 2022
Tampa, Florida

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 15. 23-1173 2/14/2023

Title and Board Action Requested
Accept the Audit of Gulf Coast Academy of Science & Technology for Fiscal Year Ending June 30, 2022

Executive Summary
The Director of Finance, on behalf of the Superintendent of Schools hereby requests the Board accept the 2021-2022 Audit Report for Gulf Coast Academy of Science & Technology. In accordance with the charter school contract and Section 1002.33(9) (g), Florida Statutes, attached is the audit of Gulf Coast Academy of Science & Technology for fiscal year ending June 30, 2022. The audit was performed by the CPA firm, King & Walker, CPA's, PL.

My Contact
Joyce McIntyre
Director of Finance
352-797-7004 Ext.438

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

GULF COAST ACADEMY OF SCIENCE AND TECHNOLOGY, INC.

A Charter School and Component Unit of the
District School Board of Hernando County, Florida

INDEPENDENT AUDITOR'S REPORT

for the fiscal year ended JUNE 30, 2022

King & Walker, CPAs, PL

Certified Public Accountants

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GULF COAST ACADEMY OF SCIENCE AND TECHNOLOGY, INC.

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Independent Auditor's Report

To the Board of Directors of the Gulf Coast Academy of Science and Technology, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Gulf Coast Academy of Science and Technology, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 2, the School implemented Government Accounting Standards Board (GASB) Statement No. 87 - Leases, which is a change in accounting principle that addresses accounting and financial reporting for leases. This affects the comparability of amounts reported for the 2021-22 fiscal year with amounts reported for the 2020-21 fiscal year. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison Schedule, and Note to Required Supplementary Information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report August 5, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

King & Walker, CPAs

August 5, 2022
Tampa, Florida

The Management's Discussion and Analysis (MD&A) section of the annual financial report of the Gulf Coast Academy of Science and Technology, Inc. ("School") provides an overview of the School's activities for the fiscal year ended June 30, 2022.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School's financial statements and notes to financial statements found in the table of contents.

FINANCIAL HIGHLIGHTS

- For the fiscal year ended June 30, 2022, the School's revenues exceeded expenses as shown on the School's statement of activities by $62,806.
- As shown on the statement of net position, the School reported an unrestricted balance of $415,361.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of net position provides information about the government's financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the net position, is a measure of the financial health of the School. The statement of activities presents information about the change in the School's net position and the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the School's financial health is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the School's most significant funds. The School operates the following funds; a General Fund to account for its general operations and internal account activities, a Capital Projects Fund to account for financial resources that are restricted, committed or assigned to expenditures for capital outlays, and a Special Revenue Fund to account for Federal grant programs. For reporting purposes, the General Fund is considered a major fund. Data from the other governmental funds are combined into a single aggregate presentation.

The School adopts an annual budget for its General Fund. A budgetary comparison schedule, as required, has been provided for the General Fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School's current year and prior year net position:

Net Position, End of Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
ASSETS			
Current and Other Assets	$ 417,473	$ 449,676	$ 32,203
Capital Assets, Net	132,557	1,460,221	1,327,664
Total Assets	550,030	1,909,897	1,359,867
LIABILITIES			
Current Liabilities	56,996	34,315	(22,681)
Noncurrent Liabilities	105,587	1,425,329	1,319,742
Total Liabilities	162,583	1,459,644	1,297,061
NET POSITION			
Net Investment in Capital Assets	26,970	34,892	7,922
Unrestricted	360,477	415,361	54,884
Total Net Position	$ 387,447	$ 450,253	$ 62,806

Current Assets consist of accounts receivable and cash and cash equivalents. Liabilities consist of accounts payable, and long-term notes payable for the purchase of school buses and a long-term lease of the School facility. Total Net Position amounted to $450,253 which included an Unrestricted Net Position balance of $415,361.

The following is a summary of the School's change in net position for the current year and prior year:

Operating Results for the Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
Revenues:			
Federal Through State and Local	$ 52,891	$ 260,488	$ 207,597
State	1,698,206	1,556,771	(141,435)
Local and Other	474,952	380,038	(94,914)
Total Revenues	2,316,921	2,197,297	(119,624)
Expenses:			
Instruction	1,278,734	1,259,798	(18,936)
Instructional Staff Training	387	-	(387)
Board	62,719	65,396	2,677
General Administration	30,742	27,820	(2,922)
School Administration	373,988	427,442	53,454
Facilities Acquisition & Construction	105,500	-	(105,500)
Fiscal Services	14,353	19,353	5,000
Food Services	517	-	(517)
Student Transportation	42,285	61,115	18,830
Operation of Plant	126,232	85,659	(40,573)
Debt Service - Interest	4,038	86,320	82,282
Unallocated Depreciation/Amortization	24,961	101,588	76,627
Total Expenses	2,064,456	2,134,491	70,035
Increase/(Decrease) in Net Position	$ 252,465	$ 62,806	$ (189,659)

The largest revenue source for the School is the State of Florida (71%). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula. The FEFP formula utilizes student enrollment data to determine the funds available for the School.

The largest concentration of expenses is in the Instructional related functions (59%).

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of $415,361.

BUDGETARY HIGHLIGHTS

The general fund budget for the fiscal year ended June 30, 2022, was developed based on the School's anticipated revenues and expenditures and the expected student population for the school year. Refer to the Budgetary Comparison Schedule – General Fund for additional information.

CAPITAL ASSETS

The School's investment in capital assets for its governmental activities as of June 30, 2022, amounts to $1,460,221 (net of accumulated depreciation/amortization). This investment in capital assets includes furniture, fixtures, and equipment, motor vehicles and the leased School facility. Additional information regarding the School's capital assets can be found in the notes to the financial statements.

DEBT

The School has two loans for the purchases of buses in the 2017-18 fiscal year and the 2020-21 fiscal year. In addition, the School has entered into a long-term lease for its School facility through June 30, 2035. This lease has been reported as long-term debt under guidance from GASB 87 in the original amount of $1,418,462. The long-term lease liability ends June 30, 2035. Additional information regarding the line of credit can be found in the notes to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Gulf Coast Academy of Science and Technology, Inc.'s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director, Gulf Coast Academy of Science and Technology, Inc., 2139 Deborah Drive, Spring Hill, Florida 34609.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF NET POSITION
June 30, 2022

	Government Activities
ASSETS	
Cash & Cash Equivalents	$ 387,672
Accounts Receivable	62,004
Capital Assets:	
Leased Assets, Net	1,351,755
Furniture, Fixtures, and Equipment, Net	19,508
Motor Vehicles, Net	88,958
Total Capital Assets	1,460,221
TOTAL ASSETS	1,909,897
LIABILITIES	
Accounts Payable	34,315
Noncurrent Liabilities:	
Due Within One Year:	
Notes Payable	33,322
Long-term Lease Payable	70,821
Due After One Year:	
Notes Payable	40,252
Long-term Lease Payable	1,280,934
TOTAL LIABILITIES	1,459,644
NET POSITION	
Net Investment in Capital Assets	34,892
Unrestricted	415,361
TOTAL NET POSITION	$ 450,253

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes Net Position: Governmental Activities
Governmental Activities:					
Instruction	$ 1,259,798	$ 220,041	$ 151,882	$ -	$ (887,875)
Board	65,396		-		(65,396)
General Administration	27,820		-		(27,820)
School Administration	427,442		-		(427,442)
Facilities Acquisition & Construction	-		-	112,843	112,843
Fiscal Services	19,353		-		(19,353)
Student Transportation	61,115		-		(61,115)
Operation of Plant	85,659		17,734		(67,925)
Debt Service - Interest	86,320		-		(86,320)
Unallocated Depreciation/Amortization	101,588		-		(101,588)
Total Governmental Activities	$ 2,134,491	$ 220,041	$ 169,616	$ 112,843	(1,631,991)
General Revenue					
State Sources					1,443,928
Local and Other					159,997
Grants and Contributions not Restricted to Specific Program					90,872
Total General Revenues					1,694,797
Change in Net Position					62,806
Net Position - July 1, 2021					387,447
Net Position - June 30, 2022					$ 450,253

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash & Cash Equivalents	$ 387,672	$ -	$ 387,672
Accounts Receivable	62,004	-	62,004
Total Assets	$ 449,676	$ -	$ 449,676
LIABILITIES			
Accounts Payable	$ 34,315	$ -	$ 34,315
Total Liabilities	34,315	-	34,315
FUND BALANCES			
Unassigned	415,361	-	415,361
Total Fund Balances	415,361	-	415,361
Total Liabilities and Fund Balances	$ 449,676	$ -	$ 449,676

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION
June 30, 2022

Total Fund Balances - Governmental Funds		$ 415,361
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.		1,460,221
Long-term liabilities are not due and payable in the current period and therefore, are not reported as liabilities in the governmental funds.		
Long-Term Lease Payable	(1,351,755)	
Notes Payable	(73,574)	(1,425,329)
Total Net Position - Governmental Activities		$ 450,253

The accompanying notes to financial statements are an integral part of this statement.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
Revenues			
Intergovernmental:			
Federal Through State and Local	$ 90,872	$ 169,616	$ 260,488
State	1,443,928	112,843	1,556,771
Local and Other	380,038	-	380,038
Total Revenues	1,914,838	282,459	2,197,297
Expenditures			
Current - Education:			
Instruction	1,107,916	151,882	1,259,798
Board	65,396	-	65,396
General Administration	27,820	-	27,820
School Administration	427,442	-	427,442
Fiscal Services	19,353	-	19,353
Student Transportation	61,115	-	61,115
Operation of Plant	67,925	17,734	85,659
Fixed Capital Outlay:			
Facilities Acquisition & Construction	1,418,462	-	1,418,462
Other Capital Outlay	10,790	-	10,790
Debt Service:			
Principal	98,720	-	98,720
Interest	86,320	-	86,320
Total Expenditures	3,391,259	169,616	3,560,875
Excess/(Deficiency) of Revenues Over Expenditures	(1,476,421)	112,843	(1,363,578)
Other Financing Sources/(Uses):			
Inception of Long-term Lease	1,418,462	-	1,418,462
Transfers In/(Out)	112,843	(112,843)	-
Total Other Financing Sources/(Uses)	1,531,305	(112,843)	1,418,462
Net Change in Fund Balances	54,884	-	54,884
Fund Balances, July 1, 2021	360,477	-	360,477
Fund Balances, June 30, 2022	$ 415,361	$ -	$ 415,361

The accompanying notes to financial statements are an integral part of this statement.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE
DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES

For the Fiscal Year Ended June 30, 2022

Net Change in Fund Balances - Governmental Funds		$ 54,884
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital Outlays	1,429,252	
Depreciation/Amortization Expense	(101,588)	1,327,664
The repayment of principal of long-term debt is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position.		98,720
Long-term debt proceeds are reported as other financing sources in the Governmental Funds and as long-term liabilities in the Statement of Net Position.		(1,418,462)
Change in Net Position - Governmental Activities		$ 62,806

The accompanying notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS
June 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- **Reporting Entity**

Gulf Coast Academy of Science and Technology, Inc. ("School") is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act. The governing body of the School is the Board of Directors, which is comprised of not less than three members.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Hernando County, Florida, ("District"). The current charter has been renewed and is effective until June 30, 2033, and is subject to annual review and may be renewed by mutual agreement between the School and the District. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the school in writing at least 90 days prior to the charter's expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a component unit of the District; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

- **Basis of Presentation**

Government-wide Financial Statements - Government-wide financial statements, including the statement of net position and the statement of activities, present information about the School as a whole.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements - Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

The School's major governmental fund is as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Financial data from the remaining governmental funds are presented in the aggregate**.**

- **Basis of Accounting**

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and

judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

- **Cash and Cash Equivalents**

The School's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term liquid investments with original maturities of 3 months or less from the date of acquisition.

Cash deposits are held by banks qualified as public depositories under Florida law, which complies with the provisions of Section 218.415(23), Florida Statutes. All deposits are insured by Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

- **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than $750. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at fair value at the date of donation.

Capital assets are depreciated/amortized using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Leased Asset	15 years
Furniture, Fixtures and Equipment	3 - 5 years
Motor Vehicles	5 years

- **Long-term Debt**

Long-term obligations that will be financed by resources to be received in the future by the general fund are reported in the government-wide financial statements, not in the general fund. Current-year information relative to changes in long-term debt is described in a subsequent note.

- **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement

element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

- **Net Position and Fund Balance Classification**

Government-wide Financial Statements

Net Position are classified and reported in three components:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
- Unrestricted Net Position – all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions,* defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.
- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the School's Board of Governance.
- Assigned – fund balance that is intended to be used by the School's management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School's general fund and includes all spendable amounts not contained in the other classifications.

- **Order of Fund Balance Spending Policy**

  The School's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general fund.

- **Revenue Sources**

  Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

  Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made.

  The basic amount of funding through the FEFP under Section 1011.62 is the product of the (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the legislature. Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2022, the School reported 214 unweighted FTE and 214.1194 weighted FTE.

  FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

  - Attendance and membership documentation (Rule 6A-1.044, FAC).

- Teacher certificates and other certification documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives federal or state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections.

The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available.

- **Income Tax**

The School is exempt from Federal tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements. The School's income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

- **Use of Estimates**

In preparing the financial statements in conformity with generally accepted accounting principles in the United States (GAAP) management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

- **Subsequent Events**

Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. ACCOUNTING CHANGE

The School implemented GASB Statement No. 87 - Leases, which establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset. This statement increases the usefulness of the Schools' financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating. In the current fiscal year, the School recognized a lease liability and an intangible right-to-use asset (Leased Asset) of $1,418,462, which applies to their facility lease.

3. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

4. ACCOUNTS RECEIVABLE

The receivable reported in the accompanying statement of Net Position and Balance Sheet – Governmental Funds represents expenses paid on behalf of Gulf Coast Academy Elementary School (a related party under the same charter-holder). This receivable is considered to be fully collectible and as such, no uncollectible allowance has been accrued.

5. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Furniture, Fixtures and Equipment	$ 137,273	$ 10,790	$ -	$ 148,063
Motor Vehicles	172,336	-	-	172,336
Leased Asset-Building	-	1,418,462		1,418,462
Total Capital Assets	309,609	1,429,252	-	1,738,861
Less Accumulated Depreciation/Amortization for:				
Furniture, Fixtures and Equipment	(122,861)	(5,694)	-	(128,555)
Motor Vehicles	(54,191)	(29,187)	-	(83,378)
Leased Asset-Building	-	(66,707)		(66,707)
Total Accumulated Depreciation/Amortization	(177,052)	(101,588)	-	(278,640)
Governmental Activities Capital Assets, net	$ 132,557	$ 1,327,664	$ -	$ 1,460,221

All depreciation/amortization expense was shown as unallocated on the Statement of Activities.

6. NOTES PAYABLE

Notes payable consist of the following:

	Balance at 6-30-22
Wells Fargo	
$92,394 borrowed on 10-21-17 to purchase a bus. Interest rate of 5.65%. Payments are to be made in 72 equal installments of $1,516 beginning 10-21-17.	$ 21,905
Santander Bank	
$79,942 borrowed on 8/15/20 to purchase a bus. Interest rate of 2.251%. Payments are to be made in 60 equal installments of $1,410 beginning 9-15-20.	51,669
Total Notes Payable	$ 73,574

Future amounts payable for the notes payable follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2023	$ 35,113	$ 33,322	$ 1,791
2024	21,469	20,789	680
2025	16,920	16,653	267
2026	2,818	2,810	8
Total	$ 76,320	$ 73,574	$ 2,746

7. LONG-TERM LEASE LIABILITY - (RELATED PARTY)

The School leases its educational facility under a 15 year noncancelable lease beginning July 1, 2020 with the Gulf Coast Academy of Science and Technology Education Foundation, Inc. (Foundation), a related party. The Foundation's board of directors is the same as the School's board of directors. This lease is payable in monthly installments of $12,500. The fair value of the leased asset is $1,418,462. Amortization of the leased asset recorded under this lease is included with depreciation expense in the accompanying financial statements.

Future minimum lease payments and the present value of the minimum lease payments as of June 30 are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2023	$ 150,000	$ 70,821	$ 79,179
2024	150,000	75,189	74,811
2025	150,000	79,827	70,173
2026	150,000	84,750	65,250
2027	150,000	89,978	60,022
2028-2032	750,000	540,303	209,697
2033-2036	449,999	410,887	39,112
Total	$1,949,999	$1,351,755	$ 598,244

The imputed interest rate is 6 percent.

8. CHANGES IN LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities:

	Beginning Balance	Additions	Deductions	Ending Balance	Due in One Year
GOVERNMENTAL ACTIVITIES:					
Notes Payable	$ 105,587	$ -	$ (32,013)	$ 73,574	$ 33,322
Lease Payable	-	1,418,462	(66,707)	1,351,755	70,821
Total Governmental Activities	$ 105,587	$1,418,462	$ (98,720)	$1,425,329	$ 104,143

9. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	$ 1,242,145
Categorical Programs:	
Class Size Reduction	191,249
Charter School Capital Outlay	112,843
Miscellaneous	10,534
Total State Revenue	$ 1,556,771

As provided in the charter school contract, the District has charged the School an administrative fee equal to $27,820.

10. INTERFUND TRANSFERS

The Capital Projects Fund transferred $112,843 to the General Fund for the payment of the School's facility lease. The amounts of interfund transfers are netted together and not reported in the statement of net position or the statement of activities.

11. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

12. PENSION PLAN

The School participates in a defined contribution tax sheltered annuity SIMPLE plan under IRS regulation Section 408(p) plan. Eligible employees are allowed to contribute to the plan and the School is obligated to match the employee's contribution up to 3 percent of their annual salary. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices, therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. The rate of contribution is set annually by the School's Board of Directors.

13. COMMITMENTS AND CONTINGENT LIABILITIES

The School participates in state grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies, therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectibility of any related receivables at June 30, 2022, may be impaired.

In the opinion of the School, there are no significant liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

14. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

GULF COAST ACADEMY OF SCIENCE & TECHNOLOGY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE
DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND - (UNAUDITED)
For the Fiscal Year Ended June 30, 2022

	General Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:				
Intergovernmental:				
Federal Through State and Local	$ -	$ 90,872	$ 90,872	$ -
State	1,577,976	1,443,928	1,443,928	$ -
Local and Other	474,926	380,038	380,038	-
Total Revenues	2,052,902	1,914,838	1,914,838	-
Expenditures:				
Current - Education:				
Instruction	1,192,581	1,107,916	1,107,916	-
Instructional Staff Training	387	-	-	-
Board	62,719	65,396	65,396	-
General Administration	30,742	27,820	27,820	-
School Administration	363,328	427,442	427,442	-
Fiscal Services	14,353	19,353	19,353	-
Food Services	517	-	-	-
Student Transportation	38,309	61,115	61,115	-
Operation of Plant	120,365	67,925	67,925	-
Fixed Capital Outlay:				
Facilities Acquisition & Construction		1,418,462	1,418,462	-
Other Capital Outlay		10,790	10,790	-
Debt Service:				
Principal	97,145	98,720	98,720	-
Interest	18,039	86,320	86,320	-
Total Expenditures	1,938,485	3,391,259	3,391,259	-
Excess (Deficiency) of Revenues Over Expenditures	114,417	(1,476,421)	(1,476,421)	-
Other Financing Sources (Uses):				
Inception of Long-term Lease		1,418,462	1,418,462	-
Transfers (Out)		112,843	112,843	-
Total Other Financing Sources (Uses)	-	1,531,305	1,531,305	-
Net Change in Fund Balance	114,417	54,884	54,884	-
Fund Balance, July 1, 2021	360,477	360,477	360,477	-
Fund Balance, June 30, 2022	$ 474,894	$ 415,361	$ 415,361	$ -

See Independent Auditor's Report

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.

KING&WALKER
CERTIFIED PUBLIC ACCOUNTANTS

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American Institute of CPAs
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Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors of the Gulf Coast Academy of Science and Technology, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Gulf Coast Academy of Science and Technology, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated August 5, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



August 5, 2022
Tampa, Florida

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Members:
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Government Audit Quality Center

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Management Letter as Required by Rules of the Florida Auditor General, Chapter 10.850, Florida Statutes, *Charter School Audits*

To the Board of Directors Gulf Coast Academy of Science and Technology, Inc.
a Charter School and Component Unit of the
District School Board of Hernando County, Florida

Report on the Financial Statements

We have audited the financial statements of the Gulf Coast Academy of Science and Technology, Inc ("School"), a Charter School and Component Unit of the District School Board of Hernando County, Florida, as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated August 5, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated August 5, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings or recommendations.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are Gulf Coast Academy of Science and Technology, 274422.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the Gulf Coast Academy of Science and Technology, Inc. has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Gulf Coast Academy of Science and Technology, Inc. did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the Gulf Coast Academy of Science and Technology, Inc.. It is management's responsibility to monitor the Gulf Coast Academy of Science and Technology, Inc.'s financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the Gulf Coast Academy of Science and Technology, Inc. maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the Gulf Coast Academy of Science and Technology, Inc. maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Hernando County, Florida and is not intended to be and should not be used by anyone other than these specified parties.



August 5, 2022
Tampa, Florida

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 16. 23-1174 2/14/2023

Title and Board Action Requested
Accept the Audit of Gulf Coast Elementary for Fiscal Year Ending June 30, 2022

Executive Summary
The Director of Finance, on behalf of the Superintendent of Schools hereby requests the Board accept the 2021-2022 Audit Report for Gulf Coast Elementary. In accordance with the charter school contract and Section 1002.33(9) (g), Florida Statutes, attached is the audit of Gulf Coast Elementary for fiscal year ending June 30, 2022. The audit was performed by the CPA firm, King & Walker, CPA's, PL.

My Contact
Joyce McIntyre
Director of Finance
352-797-7004 Ext.438

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

GULF COAST ELEMENTARY SCHOOL, INC.

A Charter School and Component Unit of the
District School Board of Hernando County, Florida

INDEPENDENT AUDITOR'S REPORT

for the fiscal year ended JUNE 30, 2022

King & Walker, CPAs, PL

Certified Public Accountants

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GULF COAST ELEMENTARY SCHOOL, INC.

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Independent Auditor's Report

To the Board of Directors of the Gulf Coast Elementary School, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Gulf Coast Elementary School, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 2, the School implemented Government Accounting Standards Board (GASB) Statement No. 87 - Leases, which is a change in accounting principle that addresses accounting and financial reporting for leases. This affects the comparability of amounts reported for the 2021-22 fiscal year with amounts reported for the 2020-21 fiscal year. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison Schedule, and Note to Required Supplementary Information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report August 5, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

King & Walker, CPAs

August 5, 2022
Tampa, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

The Management's Discussion and Analysis (MD&A) section of the annual financial report of the Gulf Coast Elementary School, Inc. ("School") provides an overview of the School's activities for the fiscal year ended June 30, 2022.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School's financial statements and notes to financial statements found in the table of contents.

FINANCIAL HIGHLIGHTS

- For the fiscal year ended June 30, 2022, the School's revenues exceeded expenses as shown on the School's statement of activities by $169,740.
- As shown on the statement of net position, the School reported an unrestricted balance of $293,658.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of net position provides information about the government's financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the net position, is a measure of the financial health of the School. The statement of activities presents information about the change in the School's net position and the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the School's financial health is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the School's most significant funds. The School operates the following funds; a General Fund to account for its general operations and a Special Revenue Fund to account for Federal grant programs. For reporting purposes, both funds are considered a major funds.

The School adopts annual budgets for its governmental funds. A budgetary comparison schedule, as required, has been provided for the General Fund and Special Revenue Fund to demonstrate compliance with the budgets.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School's current year and prior year net position changes:

Net Position, End of Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
ASSETS			
Current and Other Assets	$ 278,541	$ 421,219	$ 142,678
Capital Assets, Net	14,158	232,052	217,894
Total Assets	292,699	653,271	360,572
LIABILITIES			
Current Liabilities	118,890	127,561	8,671
Noncurrent Liabilities	-	182,161	182,161
Total Liabilities	118,890	309,722	190,832
NET POSITION			
Net Investment in Capital Assets	14,158	49,891	35,733
Unrestricted	159,651	293,658	134,007
Total Net Position	$ 173,809	$ 343,549	$ 169,740

Current assets consist of cash and cash equivalents and do from other agencies, and current liabilities consist of accounts payable and deferred revenue. Noncurrent liabilities consist of a long-term lease payable related to the School's educational facility. Total Net Position amounted to $343,549 which included an Unrestricted Net Position balance of $293,658.

The following is a summary of the School's change in net position for the current year and prior year:

Operating Results for the Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
Revenues:			
Federal Through State and Local	$ 29,046	$ 207,110	$ 178,064
State	940,193	783,097	(157,096)
Local and Other	77,882	128,815	50,933
Total Revenues	1,047,121	1,119,022	71,901
Expenses:			
Instruction	527,650	554,877	27,227
Instructional Staff Training	679	-	(679)
Board	11,586	34,152	22,566
General Administration	46,070	37,915	(8,155)
School Administration	165,370	204,294	38,924
Facilities Acquisition & Construction	84,000	578	(83,422)
Fiscal Services	12,158	4,066	(8,092)
Student Transportation	-	4,205	4,205
Operation of Plant	24,226	25,195	969
Debt Service - Interest	-	13,250	13,250
Unallocated Depreciation/Amortization	1,573	70,750	69,177
Total Expenses	873,312	949,282	75,970
Increase/(Decrease) in Net Position	$ 173,809	$ 169,740	$ (4,069)

The largest revenue source for the School is the State of Florida (70%). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula. The FEFP formula utilizes student enrollment data to determine the funds available for the School.

The largest concentration of expenses is in the Instructional related functions (58%).

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of $293,658.

BUDGETARY HIGHLIGHTS

The general fund and special revenue fund budgets for the fiscal year ended June 30, 2022, were developed based on the School's anticipated revenues and expenditures, the expected student population, and Federal grant programs for the school year. Over the course of the year, the school revised the budgets several times. Refer to the Budgetary Comparison Schedule for additional information.

CAPITAL ASSETS

The School's investment in capital assets for its governmental activities as of June 30, 2022, amounts to $232,052 (net of accumulated depreciation/amortization). This investment in capital assets includes furniture, fixtures, and equipment, building improvements and the leased educational facility. Additional information regarding the School's capital assets can be found in the notes to the financial statements.

DEBT

The School has entered into a long-term lease for its educational facility through June 30, 2025. This lease has been reported as long-term debt under guidance from GASB 87 in the original amount of $252,911. The long-term lease liability ends June 30, 2025. Additional information regarding the long-term debt can be found in the notes to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Gulf Coast Elementary School, Inc.'s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director, Gulf Coast Elementary School, Inc., 2139 Deborah Drive, Spring Hill, Florida 34609.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF NET POSITION
June 30, 2022

	Government Activities
ASSETS	
Cash & Cash Equivalents	$ 353,393
Due From Other Agencies	67,826
Capital Assets:	
Improvements, Net	10,746
Assets Under Capital Lease, Net	182,161
Furniture, Fixtures, and Equipment, Net	39,145
Total Capital Assets	232,052
TOTAL ASSETS	653,271
LIABILITIES	
Accounts Payable	13,841
Deferred Revenue	113,720
Noncurrent Liabilities:	
Due Within One Year:	
Long-term Lease Payable	83,749
Due After One Year:	
Long-term Lease Payable	98,412
TOTAL LIABILITIES	309,722
NET POSITION	
Net Investment in Capital Assets	49,891
Unrestricted	293,658
TOTAL NET POSITION	$ 343,549

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes Net Position: Governmental Activities
Governmental Activities:					
Instruction	$ 554,877	$ 65,561	$ 106,322	$ -	$ (382,994)
Board	34,152		29,858		(4,294)
General Administration	37,915		-		(37,915)
School Administration	204,294		27,122		(177,172)
Facilities Acquisition & Construction	578		-	-	(578)
Fiscal Services	4,066		-		(4,066)
Student Transportation	4,205		-		(4,205)
Operation of Plant	25,195		-		(25,195)
Debt Service - Interest	13,250		-		(13,250)
Unallocated Depreciation/Amortization	70,750		-		(70,750)
Total Governmental Activities	$ 949,282	$ 65,561	$ 163,302	$ -	(720,419)
General Revenue					
State Sources					845,799
Local and Other					552
Grants and Contributions not Restricted to Specific Program					43,808
Total General Revenues					890,159
Change in Net Position					169,740
Net Position - July 1, 2021					173,809
Net Position - June 30, 2022					$ 343,549

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2022

	General Fund	Special Revenue Fund	Total Governmental Funds
ASSETS			
Cash & Cash Equivalents	$ 353,393	$ -	$ 353,393
Due From Other Agencies	67,826	-	67,826
Total Assets	$ 421,219	$ -	$ 421,219
LIABILITIES			
Accounts Payable	$ 13,841	$ -	$ 13,841
Deferred Revenue	113,720	-	113,720
Total Liabilities	127,561	-	127,561
FUND BALANCES			
Unassigned	293,658	-	293,658
Total Fund Balances	293,658	-	293,658
Total Liabilities and Fund Balances	$ 421,219	$ -	$ 421,219

The accompanying notes to the financial statements are an integral part of this statement.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION
June 30, 2022

Total Fund Balances - Governmental Funds		$ 293,658
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.		232,052
Long-term liabilities are not due and payable in the current period and therefore, are not reported as liabilities in the governmental funds.		
Long-term Lease Payable	(182,161)	(182,161)
Total Net Position - Governmental Activities		$ 343,549

The accompanying notes to financial statements are an integral part of this statement.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2022

	General Fund	Special Revenue Fund	Total Governmental Funds
Revenues			
Intergovernmental:			
Federal Through State and Local	$ 43,808	$ 163,302	$ 207,110
State	783,097	-	783,097
Local and Other	128,815	-	128,815
Total Revenues	955,720	163,302	1,119,022
Expenditures			
Current - Education:			
Instruction	448,555	106,322	554,877
Board	4,294	29,858	34,152
General Administration	37,915	-	37,915
School Administration	177,172	27,122	204,294
Facilities Acquisition & Construction	578	-	578
Fiscal Services	4,066	-	4,066
Student Transportation	4,205	-	4,205
Operation of Plant	25,195	-	25,195
Fixed Capital Outlay:			
Facilities Acquisition & Construction	252,911	-	252,911
Other Capital Outlay	35,733	-	35,733
Debt Service:			
Principal	70,750	-	70,750
Interest	13,250	-	13,250
Total Expenditures	1,074,624	163,302	1,237,926
Excess/(Deficiency) of Revenues Over Expenditures	(118,904)	-	(118,904)
Other Financing Sources (Uses):			
Inception of Long-term Lease	252,911	-	252,911
Total Other Financing Sources (Uses)	252,911	-	252,911
Net Change in Fund Balances	134,007	-	134,007
Fund Balances, July 1, 2021	159,651	-	159,651
Fund Balances, June 30, 2022	$ 293,658	$ -	$ 293,658

The accompanying notes to financial statements are an integral part of this statement.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE
DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES

For the Fiscal Year Ended June 30, 2022

Net Change in Fund Balances - Governmental Funds		$ 134,007
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital Outlays	288,644	
Depreciation/Amortization Expense	(70,750)	217,894
Change in Net Position - Governmental Activities		$ 169,740

The accompanying notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS
June 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- **Reporting Entity**

Gulf Coast Elementary School, Inc. ("School") is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act. The governing body of the School is the Board of Directors, which is comprised of not less than three members.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Hernando County, Florida, ("District"). The current charter has been renewed and is effective until June 30, 2025, and is subject to annual review and may be renewed by mutual agreement between the School and the District. In this case, the District is required to notify the school in writing at least 90 days prior to the charter's expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a component unit of the District; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

- **Basis of Presentation**

Government-wide Financial Statements - Government-wide financial statements, including the statement of net position and the statement of activities, present information about the School as a whole.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are

not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements - Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

The School's major governmental funds are as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.
- Special Revenue Fund – to account for federal grant programs, food service operations and internal account activities.

➢ **Basis of Accounting**

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

- **Cash and Cash Equivalents**

The School's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term liquid investments with original maturities of 3 months or less from the date of acquisition.

Cash deposits are held by banks qualified as public depositories under Florida law, which complies with the provisions of Section 218.415(23), Florida Statutes. All deposits are insured by Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

- **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than $750. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at fair value at the date of donation.

Capital assets are depreciated/amortized using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Leased Asset - Building	3 years
Furniture, Fixtures and Equipment	3 - 5 years
Improvements	5 years

- **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

- **Net Position and Fund Balance Classification**

Government-wide Financial Statements

Net Position are classified and reported in three components:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
- Unrestricted Net Position – all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions,* defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.
- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the School's Board of Governance.
- Assigned – fund balance that is intended to be used by the School's management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School's general fund and includes all spendable amounts not contained in the other classifications.

- **Order of Fund Balance Spending Policy**

The School's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance

amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general fund.

- **Revenue Sources**

Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made.

The basic amount of funding through the FEFP under Section 1011.62 is the product of the (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the legislature. Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2022, the School reported 115 unweighted FTE and 119.2237 weighted FTE.

FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

- Attendance and membership documentation (Rule 6A-1.044, FAC).
- Teacher certificates and other certification documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives federal or state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections.

The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available.

- **Income Tax**

The School is exempt from Federal tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements. The School's income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

- **Use of Estimates**

In preparing the financial statements in conformity with generally accepted accounting principles in the United States (GAAP) management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

- **Subsequent Events**

Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. ACCOUNTING CHANGE

The School implemented GASB Statement No. 87 - Leases, which establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset. This statement increases the usefulness of the Schools' financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating. In the current fiscal year, the School recognized a lease liability and an intangible right-to-use asset (Leased Asset) of $252,911, which applies to their facility lease.

3. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

4. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Improvements	$ 11,940	$ -		$ 11,940
Furniture, Fixtures and Equipment	3,791	35,733		39,524
Leased Asset - Building	-	252,911		252,911
Total Capital Assets	15,731	288,644	-	304,375
Less Accumulated Depreciation/Amotization for:				
Improvements	(1,194)	-		(1,194)
Furniture, Fixtures and Equipment	(379)	-		(379)
Leased Asset - Building	-	(70,750)		(70,750)
Total Accumulated Depreciation	(1,573)	(70,750)	-	(72,323)
Governmental Activities Capital Assets, net	$ 14,158	$ 217,894	$ -	$ 232,052

All depreciation/Amortization expense was shown as unallocated on the Statement of Activities.

5. ACCOUNTS PAYABLE

Accounts payable in the accompanying statement of Net Position and Balance Sheet – Governmental Funds represents expenses paid on behalf of the School by Gulf Coast Academy of Science and Technology, Inc. (a related party with the same Board). The amounts owed will be paid by the end of the fiscal year ended June 30, 2023.

6. LONG-TERM LEASE PAYABLE

The School leases its educational facility under a noncancelable lease. The School's lease expires June 30, 2024, and contains an option to renew for an additional five years. The lease requires the School to pay insurance and other costs. Rent is payable monthly at a rate of $7,000 per month through June 30, 2025, and subject to a rate increase of no more than 10% every two years. The fair value of the leased asset is $252,911. Amortization of

the leased asset recorded under this lease is included with depreciation expense in the accompanying financial statements.

Future minimum lease payments and the present value of the minimum lease payments as of June 30 are as follows:

Fiscal Year Ending June 30	Total	Principal	Interest
2023	$ 92,400	$ 83,749	$ 8,651
2024	101,640	98,412	3,228
Total	$ 194,040	$ 182,161	$ 11,879

The imputed interest rate is 6 percent.

7. CHANGES IN LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities:

	Beginning Balance	Additions	Deductions	Ending Balance	Due in One Year
GOVERNMENTAL ACTIVITIES:					
Long-term Lease Payable	$ -	$ 252,911	$ (70,750)	$ 182,161	83,749
Total Governmental Activities	$ -	$ 252,911	$ (70,750)	$ 182,161	$ 83,749

8. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	$ 671,123
Categorical Programs:	
Class Size Reduction	108,017
Miscellaneous	3,957
Total State Revenue	$ 783,097

As provided in the charter school contract, the District has charged the School an administrative fee equal to $37,915.

9. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

10. PENSION PLAN

The School participates in a defined contribution tax sheltered annuity SIMPLE plan under IRS regulation Section 408(p) plan. Eligible employees are allowed to contribute to the plan and the School is obligated to match the employee's contribution up to 3 percent of their annual salary. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices, therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. The rate of contribution is set annually by the School's Board of Directors.

11. COMMITMENTS AND CONTINGENT LIABILITIES

The School participates in state grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies, therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivables at June 30, 2022, may be impaired.

In the opinion of the School, there are no significant liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

12. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

GULF COAST ELEMENTARY SCHOOL, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE
DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND & MAJOR SPECIAL REVENUE FUND - (UNAUDITED)
For the Fiscal Year Ended June 30, 2022

	General Fund				Special Revenue Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)	Original Budget	Original/Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:								
Intergovernmental:								
Federal Through State and Local	$ -	$ 43,808	$ 43,808	$ -	$ 175,000	$ 163,302	$ 163,302	$ -
State	822,517	783,097	783,097	-		-	-	-
Local and Other	114,500	128,815	128,815	-		-	-	-
Total Revenues	937,017	955,720	955,720	-	175,000	163,302	163,302	-
Expenditures:								
Current - Education:								
Instruction	533,880	448,555	448,555	-	110,000	106,322	106,322	-
Instructional Staff Training	4,000	-	-	-		-	-	-
Board	17,500	4,294	4,294	-	35,000	29,858	29,858	-
General Administration	41,126	37,915	37,915	-		-	-	-
School Administration	162,925	177,172	177,172	-	30,000	27,122	27,122	-
Facilities Acquisition & Construction	102,000	578	578	-		-	-	-
Fiscal Services	8,500	4,066	4,066	-		-	-	-
Student Transportation	6,000	4,205	4,205	-		-	-	-
Operation of Plant	12,500	25,195	25,195	-		-	-	-
Fixed Capital Outlay:							-	
Facilities Acquisition & Construction		252,911	252,911	-		-	-	-
Other Capital Outlay		35,733	35,733	-		-	-	-
Debt Service:							-	
Principal		70,750	70,750	-		-	-	-
Interest		13,250	13,250	-		-	-	-
Total Expenditures	888,431	1,074,624	1,074,624	-	175,000	163,302	163,302	-
Excess (Deficiency) of Revenues Over Expenditures	48,586	(118,904)	(118,904)	-	-	-	-	-
Other Financing Sources (Uses):								
Inception of Long-term Lease		252,911	252,911	-		-	-	-
Total Other Financing Sources (Uses)	-	252,911	252,911	-	-	-	-	-
Net Change in Fund Balances	48,586	134,007	134,007	-	-	-	-	-
Fund Balances, July 1, 2021	159,651	159,651	159,651	-	-	-	-	-
Fund Balances, June 30, 2022	$ 208,237	$ 293,658	$ 293,658	$ -	$ -	$ -	$ -	$ -

See Independent Auditor's Report

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.

KING & WALKER
CERTIFIED PUBLIC ACCOUNTANTS

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Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors of the Gulf Coast Elementary School, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Gulf Coast Elementary School, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated August 5, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



August 5, 2022
Tampa, Florida

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Management Letter as Required by Rules of the Florida Auditor General, Chapter 10.850, Florida Statutes, *Charter School Audits*

To the Board of Directors Gulf Coast Elementary School, Inc.
a Charter School and Component Unit of the
District School Board of Hernando County, Florida

Report on the Financial Statements

We have audited the financial statements of the Gulf Coast Elementary School, Inc ("School"), a Charter School and Component Unit of the District School Board of Hernando County, Florida, as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated August 5, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated August 5, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior audit findings or recommendations.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are Gulf Coast Elementary School, 274522.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the Gulf Coast Elementary School, Inc. has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Gulf Coast Elementary School, Inc. did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the Gulf Coast Elementary School, Inc.. It is management's responsibility to monitor the Gulf Coast Elementary School, Inc.'s financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the Gulf Coast Elementary School, Inc. maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the Gulf Coast Elementary School, Inc. maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Hernando County, Florida and is not intended to be and should not be used by anyone other than these specified parties.



August 5, 2022
Tampa, Florida

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 17. 23-1201 2/14/2023

Title and Board Action Requested

Approve the Affiliation Agreement between Pasco-Hernando State College and Hernando County School District for the Student Field Experience Placement.

Executive Summary

The Supervisor of Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board approve the agreement for Student Field Experience Placement Pasco Hernando State College submitted this updated version of the affiliation agreement and requested our review. HCSB and PHSC have a long working relationship and will continue to work together to support our employees that utilize the programs at PHSC and continue to build these programs to recruit additional employees to our organization.

My Contact

Matthew Goldrick
Supervisor of Professional Standards
(352) 797-7000 ext 451
goldrick_m@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

AGREEMENT BETWEEN
PASCO-HERNANDO STATE COLLEGE
and
HERNANDO COUNTY SCHOOL DISTRICT
for
STUDENT FIELD EXPERIENCE PLACEMENT

THIS AGREEMENT, effective as of the May 17, 2022 by and between The District Board of Trustees of Pasco-Hernando State College ("The College") and DISTRICT SCHOOL BOARD OF HERNANDO COUNTY (the "School District").

WITNESSETH:

WHEREAS, the College has responsibility for the training of students within its Educator Preparation Institute (EPI) who require practical experience in various disciplines to complete their professional preparation and development; and

WHEREAS, the school district, in support and enhancement of the educational programs of the College, is willing and qualified to provide a practical setting through its online program so that the College students may participate in activities designed to enhance their educational experience;

WHEREAS, the educational programs of the College will be enhanced through its relationship with the school district due to the opportunity for its students to participate in educational activities through the cooperative efforts of the school district and the College;

WHEREAS, the school district will be benefited from the skills and efforts of the College's student during the field experience period.

NOW THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties heretofore named agree as follows:

1. The College may assign, based upon school district site recommendations, and the School District agrees to accept one or more teacher preparation program students for a period of up to 15 weeks. The College shall notify the School District at least thirty (30) days prior to assigning any student to a School District recommended school site. The School District shall have the right to refuse to accept any student during any period by notifying the College within thirty 30 days after receipt of such notification.

2. While students are on assignment at the school site, the College shall require that the students are available all days and times agreed upon by the School District, the College, and student with a schedule to be set by the School District. This schedule may be modified by mutual agreement of the School District and the College without formal amendment to this Agreement.

3. The School District shall allow students to participate in various activities during the course of the field experience, including but not limited to those activities that will benefit the educational goals of the student in the Educator Preparation Institute (EPI) program.

4. The instruction and supervision provided by the School District to students while they are participating in the field experience at the School District pursuant to this Agreement shall be intended to expose the students to the principles and practices of the school district so that the students learn to make appropriate practical use of the knowledge gained as students at the College.

5. The school district shall insure that qualified employees, those who have successfully completed Clinical Educator training, supervise the students in the performance of their duties during the field experience. The school district, through its qualified employees, shall regularly evaluate the pre-service student's performance, using a standard evaluation form provided by the College. The employee who supervises the student shall have the following: evidence of "clinical educator" training, a valid professional certificate issued pursuant to section 1012.56, Florida Statutes, and at least 3 years of teaching experience in prekindergarten through grade 12 and must have earned an effective or highly effective rating on the prior year's performance evaluation under Section 1012.34, Florida Statutes, or be a peer evaluator under the school district's evaluation system approved under Section1012.34, Florida Statutes.

   Effective Fall 2022: School District personnel and instructional personnel who supervise or direct teacher preparation students during field experiences in kindergarten through grade 3 or students who are enrolled in a teacher preparation program for a certificate area identified pursuant to Section 1012.585(3)(f), Florida Statutes, must hold a certificate or endorsement in reading.

6. The School District shall permit the students to use its application programs normally provided to Instructors including, but not limited to, its learning management system, and other electronic instructional tools and systems on the same basis as utilized by its employees.

7. The School District shall permit the students to video record themselves during their teaching demonstrations in order to have their performance evaluated provided School District students are not depicted on the video.

8. Regardless of any other term or condition contained in this Agreement, students of the College who are learning at the School District pursuant to this Agreement shall be under the ultimate direction and control of the College, and in no event, shall such students be deemed employees or agents of the School District.

9. The College shall require that students assigned by the College to the School District shall abide by all procedural rules and regulations applicable to them, including adherence to student confidentiality mandates as dictated by Florida Law and the Family Educational Rights and Privacy Act of 1974 (FERPA). In addition, the College may disclose information from a participating student's educational record as appropriate to personnel at the School District who have a legitimate need to know in accordance with FERPA. The School District hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student.

10. College shall honor any request by the School District to remove any student from their field experience placement whose conduct or performance is not, deemed acceptable by the School District. Either party may ask that a student be removed from the field experience if either the College student or School District employees or students are in imminent danger or in an unsafe classroom/field experience environment because of conduct or performance by either party. Such requests will be in writing and will include a

statement as to the reasons for such request.

11. The School District will inform the student of any known risk or safety issues surrounding his or her work environment.

12. The College shall direct their students who have registered for the field experience to be fingerprinted according to School District policy and complete the process prior to the start of the field experience This directive is in accordance with Section1012.315, Florida Statutes, also known as the Jessica Lunsford Act.

13. To the maximum extent permitted by law, unless otherwise provided by this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all claims, demands, actions, settlements, costs, damages or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities per this Agreement where such claims, demands, actions, settlements, costs, damages, or judgments relate to its own negligence, actions or omissions of that of its agents, representatives, students, as applicable, or employees. This paragraph shall survive termination of this Agreement. The liability of the School District shall be only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant.

14. College shall provide and maintain general and commercial liability insurance in the minimum amounts of one million dollars ($1,000,000) combined single limit, and two million dollars ($2,000,000) general aggregate and, upon request of the School District, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Upon request, the School District shall provide evidence that it maintains liability insurance or self-insurance in an amount that is commercially reasonable. College and the School District further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its officers, employees, servants, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28,Florida Statutes.

15. To the extent that either party has partially waived its immunity to tort claims and is responsible for the negligent acts or omissions of its employees and agents as described in Section 768.28, Florida Statutes, each party is protected for a claim or judgment by any one person in a sum not to exceed $200,000 and for a total claims or judgments arising out of the same incident or occurrence a total amount not exceeding $300,000.

16. Neither party shall discriminate against any student based upon race, color, age, marital status, gender, gender identity, sexual orientation, ethnicity, pregnancy, creed, sex, religion, disability or national origin or any other factor or condition protected by law. In addition, neither party shall solicit, collect, maintain, or utilize genetic information, as defined in Federal regulation for any purpose.

17. Any claim of discrimination/grievance by students will be handled by the College and through the College's already established policy outlined in the College's Internal Management Memorandum IMM#6- 17, Student Grievance Procedures.

18. Either party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter

119, Florida Statutes, and made or received by the school district in conjunction with this Agreement.

18.1 Florida Public Records Act/Chapter 119 Requirements: School District and the College are public agencies subject to Chapter 119, Florida Statutes. To the extent applicable, the College and School District shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the College or District in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that the College or District would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer at no cost to the College or School District, all public records in possession of the College or School District upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the College or District in a format that is compatible with the information technology systems of the College or District. The parties agree that if the College or School District fail to comply with a public records request, then either party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF THE COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, (ADD DISTRICT NAME HERE AND ADDRESS HERE)

IF THE SCHOOL DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT Office of General Counsel, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654 or Pamela Nadolski, Paralegal, 727-816-3746, nadolsp@phsc.edu, Pasco-Hernando State College, 10230 Ridge Road, New Port Richey, FL 34654

19. The name and address of the representative of the College for this Agreement is Jessica Hinds, Director of Curriculum Support and Education Preparation Institute at 10230 Ridge Road, New Port Richey, FL 34654. The name and address of the representative of the School District for this Agreement is Hernando County Schools, 919 North Broad Street, Brooksville, FL 34601. In the event that different representatives are designated by either party after execution of this agreement, the name and address of the new representatives shall be furnished in writing to the other party.

20. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by mail with the United Postal Service, addressed to a receiving party at its respective last known address as indicated in the previous paragraph.

21. Solicitation of Employees: Each Party agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly or

indirectly, on its own behalf for as a representative of any other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter in to employment with any other person or entity.

22. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

23. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced in writing and executed by both parties.

24. The term of the Agreement shall be five (5) years. This Agreement may be renewed for an additional two (2) year period provided all terms and conditions remain unchanged and in full force and effect. The option to renew will require the mutual written agreement of both parties. Refusal by either party to exercise this option to renew will require this Agreement to expire on the original mutual agreed date. This Agreement may be terminated by either party in writing upon sixty (60) days written notice. In the event this Agreement is terminated during a field experience; the student will be permitted to complete the field experience.

ACKNOWLEDGED AND AGREED BY:

Contractor	
Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)* **The District Board of Trustees of Pasco-Hernando State College**	
By *(Authorized Signature)* Timothy J. Beard	Date Signed 5/31/2022
Printed Name and Title of Person Signing **Timothy Beard, Ph.D., President**	
Recommended by: *(Authorized Signature)* Stanley M. Giannet	Date Signed 5/31/2022
Printed Name and Title of Person Signing **Stanley M. Giannet, Ph.D., Executive Vice President and Chief Academic Officer / College Provost**	

Legal Language Approved
by PHSC Legal Counsel

Initials PAN Date 12/9/2021

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Hernando County Schools	
By *(Authorized Signature)*	Date Signed
Printed Name and Title of Person Signing **John Stratton, Superintendent of Schools**	
Recommended by: *(Authorized Signature)*	Date Signed
Printed Name and Title of Person Signing **Professional Standards Director**	
Approved as to Form and Legality: *(Authorized Signature)*	Date Signed
Printed Name and Title of Person Signing **General Counsel**	

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 18. 23-1177 2/14/2023

Title and Board Action Requested
Approval of the Office of Safe Schools reorganization and Job Description changes.

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the proposed reorganization of The Office of Safe Schools positions, including the updated job descriptions. The attached spreadsheet lists the Office of Safe Schools roles with salary changes. These changes will align the work areas of responsibility to best meet the security needs of the District. Currently The Office of Safe Schools is expanding with an increase in responsibilities. The Bookkeeper position has increasing duties due to the elimination of the Secretary III position which includes scheduling and note taking for meetings and trainings for the Schools Safety Guardians and School Resource officers and District Safety Team. Position will also handle all phone calls and maintain the calendar for the Director of Safe Schools and Threat Assessment Coordinator. The Secretary I position will work as a front door greeter answer the phones as well as open mail and maintain inventory. This approval request for the Reorganization of the Office of Safe Schools positions was presented to the School Board at the January 24, 2023 workshop under file id # 23-1148.

My Contact
Jill Renihan
Director of Safe Schools
352-797-7233

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 330.76, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PROPOSED REORGANIZATION

			Current		Proposed		
Name	Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	Salary difference including benefits and fringes
TBA, vacant	Secretary III - Confidential Level D, 249/8	Secretary I, Safe Schools, Confidential Level B 249/6	$32,170.80	$47,061.54	$23,381.10	$36,447.10	-$10,614.44
A. Scott	Bookkeeper Safe Schools Confidential Level F 249/8	Safe School Accounting Specialist Confidential Level K , 249/8	$35,955.60	$51,632.06	$45,019.20	$62,577.27	$10,945.20
			$68,126.40	$98,693.60	$68,400.30	$99,024.36	
			Total Cost of Proposed Change				**$330.76**

CONFIDENTIAL PLACEMENT SALARY SCHEDULE 2022-2023

Position	Level	Placement Hourly Rate	Placement Hourly Rate with AA Degree
Office Clerk	A	$ 15.25	$ 15.70
Switchboard Operator	A	$ 15.25	$ 15.70
Secretary I	B	$ 15.65	$ 16.10
Secretary I- Safe Schools	B	$ 15.65	$ 16.10
Secretary II	C	$ 15.95	$ 16.40
Accounting Clerk	D	$ 16.15	$ 16.60
Data Entry Operator	D	$ 16.15	$ 16.60
Employment Specialist	D	$ 16.15	$ 16.60
Risk, Benefits, & Compliance Clerk	D	$ 16.15	$ 16.60
Secretary III	D	$ 16.15	$ 16.60
Accounting Technician - ESE	E	$ 16.35	$ 16.80
Accounting Technician - Transportation	E	$ 16.35	$ 16.80
Bookkeeper - Elementary/Middle School	E	$ 16.35	$ 16.80
Digital Marketing Specialist	E	$ 16.35	$ 16.80
District Records Specialist	E	$ 16.35	$ 16.80
Facilities Accounting Specialist	E	$ 16.35	$ 16.80
Facilities Department Secretary	E	$ 16.35	$ 16.80
Secretary to Director of Student Services	E	$ 16.35	$ 16.80
Secretary to Director of Technology	E	$ 16.35	$ 16.80
Bookkeeper - High School	F	$ 16.45	$ 16.90
~~Bookkeeper - Safe Schools~~	~~F~~	~~$ 16.45~~	~~$ 16.90~~
Food & Nutrition Services Senior Associate	F	$ 16.45	$ 16.90
Accounting Assistant	G	$ 17.00	$ 17.45
Budget Assistant	G	$ 17.00	$ 17.45
Payroll Assistant	G	$ 17.00	$ 17.45
Executive Secretary	I	$ 17.75	$ 18.20
Executive Secretary Business Services Division	I	$ 17.75	$ 18.20
Executive Secretary Support Operations Division	I	$ 17.75	$ 18.20
Finance and Procurement Specialist	I	$ 17.75	$ 18.20
Data Quality Assistant	J	$ 19.00	$ 19.45
Employee Data & Certification Specialist	J	$ 19.00	$ 19.45
Employee Relations Specialist	J	$ 19.00	$ 19.45
Human Resources Operations Specialist	J	$ 19.00	$ 19.45
Monitoring and Compliance Specialist	J	$ 19.00	$ 19.45
Professional Development Specialist	J	$ 19.00	$ 19.45
Risk, Benefits, & Compliance Specialist	J	$ 19.00	$ 19.45
Students & Families In Transition Specialist	J	$ 19.00	$ 19.45
Communications Specialist	K	$ 21.00	$ 21.45
Locksmith	K	$ 21.00	$ 21.45
Safe Schools Accounting Specialist	K	$ 21.00	$ 21.45
School Safety Specialist	K	$ 21.00	$ 21.45
Security Systems Specialist	K	$ 21.00	$ 21.45
Transportation Parts/Inventory Specialist	K	$ 21.00	$ 21.45
Administrative Assistant - ESE	L	$ 23.00	$ 23.45
Executive Office Manager	L	$ 23.00	$ 23.45
Financial Aid Specialist	L	$ 23.00	$ 23.45
FTE Support Specialist - ESE	L	$ 23.00	$ 23.45
Grant Accounting Compliance Specialist	L	$ 23.00	$ 23.45
Maintenance Operations Specialist	L	$ 23.00	$ 23.45
Position Control Specialist	L	$ 23.00	$ 23.45
Secretary to the School Board & General Counsel	L	$ 23.00	$ 23.45
Senior Accounting Assistant	L	$ 23.00	$ 23.45
Senior Payroll Assistant	L	$ 23.00	$ 23.45

Board Approved _____

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

BOOKKEEPER – OFFICE OF SAFE SCHOOLS

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Minimum of two (2) years of business experience in purchasing or accounting
- Knowledge of bookkeeping, purchasing methods and procedures
- Ability to use computers
- Knowledge of office practices and procedures
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Serve as the secretary for the Director of Safe Schools and is the clerical support for the department
- Responsible for processing all work orders that come in for locksmiths and camera technicians
- Responsible for granting access control for online locking systems for personnel once approval is granted
- Responsible for maintaining drill compliance schedule
- Provide back up support for entering threat assessments as needed
- Completing payroll for department, including additional staff recently assigned
- Responsible for coordinating paperwork for requests and assignment of deputy detail
- Assist in the approval of requisitions for supplies per budget
- Process incoming orders and the approval for payment in coordination with the appropriate personnel
- Utilize mainframe system to process purchase orders
- Maintain effective filing system for purchase orders, invoices, deliveries, correspondence, etc.
- Input and maintain various records on computer for budget transfers and correspondence to vendors
- Maintain inventory records regarding delivery, invoices, etc.
- Check purchase orders and invoices for payment and submit them to the Finance Department for approval of payment
- Balance monthly statements from vendors
- Assist in budget preparation and recordkeeping
- Prepare quotes on products and services up to minimum bid limit
- Prepare bid invitations and agenda requests when required for purchases
- Confer with school bookkeepers and supervisors on invoices, statements, purchase orders and vendor services as needed
- Assist in coordinating the annual review of site-based safety and security plans
- Maintain and forward to emergency response agencies the district's after-hours emergency contact list
- Assist in the scheduling of all agencies conducting safety and security assessments and training exercises at School Board facilities
- Assist in coordinating annual security assessments of School Board facilities
- Work with all sites and the Professional Development Department to coordinate training provided by Office of Safe Schools
- May be assigned confidential duties and responsibilities relating to labor relations, collective bargaining, litigation or administrative proceedings involving employment-related matters

- Perform other duties as assigned by the Director of Safe Schools and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Safe Schools and/or designee

Evaluation:

Annual evaluation done by the Director of Safe Schools and/or administrative designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Confidential Level F

Job Code:

81097

Board Approved: 6/25/19

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

SECRETARY I – SAFE SCHOOLS

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Knowledge of general office equipment: fax machine, copy machine, phone, etc.
- Ability to perform basic computer functions

Desired Qualifications:

- Minimum of two (2) years of prior office experience
- Ability to pass typing test of 40 words per minute

Performance Responsibilities:

- Maintain confidentiality at all times
- Greet visitors directing them to appropriate personnel
- Type correspondence, various forms, reports, memos and other materials
- Answer multi-line phone system, take messages and/or direct calls to proper extensions
- Process identification/access badges for staff, volunteers, vendors, etc.
- Adhere to established procedures for collecting, receipting and recording payments
- Prepare warehouse requisitions and corresponding paperwork
- Receive and check-in all supplies; distribute to appropriate personnel
- Maintain inventory for warehouse supplies and equipment
- Open, sort, date and distribute pony and mail
- Maintain filing system for non-confidential correspondence
- Maintain work order log, type and submit work orders and complete follow-up
- Assist with support at training events for staff
- Sustain focus and attention to detail
- Perform other duties as assigned by the site administrator and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Safe Schools and/or designee

Evaluation:

Annual evaluation done by Director of Safe Schools and/or administrative designee

Terms of Employment:

12 month employment

Salary:

Salary based upon approved salary schedule – Confidential Level B

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

SAFE SCHOOLS ACCOUNTING SPECIALIST

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Minimum of five (5) years administrative office experience
- Pass typing test of 60 words per minute and demonstrate excellence in typing
- Ability to take and transcribe dictation
- Knowledge of security protocols, equipment and software
- Knowledge of the FDOE School Hardening Grant
- Knowledge of the district school site protocol, district financial procedures, and use of current district software programs
- Advanced computer and software knowledge and skills

Performance Responsibilities:

- Maintain and support strict confidentiality of school security records and data
- Maintain effective filing system computerized and/or hard copy
- Maintain and organize Florida Department of Education (FLDOE) reports, records, and documentation
- Maintain training documentation for School Safety Guardians and School Resource Officers
- Proficient use of grammar, spelling, and punctuation and skilled in composing and typing letters, memorandums, reports, et al, with the ability to communicate and convey ideas effectively and in a professional manner
- Strong written and verbal communication skills to effectively communicate to document and articulate all concerns accurately and clearly, as intended
- Demonstrated initiative and ability to exercise independent judgment and work without direct supervision and with a high sense of urgency and follow-up
- Ability to manage multiple duties concurrently and accurately complete assigned duties within a specified timeline and meeting deadlines as directed
- Assist the Director of Safe Schools in preparing and/or processing Hernando County School District's various reports and documentation to the Florida Department of Education including but not limited to: Guardian disciplinary records, Alyssa's Alert records School Resource Officer Discipline records, etc.
- Process and maintain the annual Safe Schools budget, grants, security initiatives, etc.
- Assist with scheduling the Security Details when required
- Facilitate preparing and scheduling School Board presentations
- Maintain calendar for the Director of Safe Schools and the Threat Assessment Coordinator
- Prepare and maintain annual agreements and agreements with vendors providing contracted services to for schools and the district

- Manage registration for administrative staff attending trainings/workshops and/or meetings and arrange the hotel accommodations and process necessary paperwork for reimbursement from the district or other funding sources
- Research and investigate to assist in compiling data in preparing reports and supporting records
- Meet and deal with the public in an effective and courteous manner
- Develop effective working relationships with officials, department heads and employees
- Schedule meetings and trainings securing locations as needed
- Maintain confidential personnel files
- Serve as bookkeeper for the Office of Safe Schools
- Assist in the daily functions of the department when Director or designee is not available
- Answer phones and direct calls as needed
- Sustain focus and attention to detail
- Perform other duties as assigned by the Director of Safe Schools and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Safe Schools and/or designee

Evaluation:

Annual evaluation done by the Director of Safe Schools and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Confidential Level K

Job Code:

Board Approved:
Revised:

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: General Funds

Account Name: Payroll Accounts- Office of Safe Schools

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100	7200	1620	9551	00100	

Amount $ $330.76

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 19. 23-1182 2/14/2023

Title and Board Action Requested

Approve the agreement and authorize the release of reversionary interest in property located at 15487 Citrus Way, Brooksville, Florida, back to the Board of County Commissioners of Hernando County, Florida.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the agreement and authorize the release of reversionary interest in property located at 15487 Citrus Way, Brooksville, Florida, to the Board of County Commissioners of Hernando County, Florida.

In the best interest of the Hernando County School District, we are foregoing our reversionary interest in this property, as we will not use the property for public education purposes. Please see attached Warranty Deed dated September 10th, 1974.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $0.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

QUITCLAIM DEED – RELEASE OF REVERSIONARY INTEREST

THIS INDENTURE made this _____ day of _____, 2023, between the School Board of Hernando County, Florida, as the successor-in-interest to the Board of Public Instruction of Hernando County, Florida, with its principal office at 919 North Broad Street, Brooksville, Florida 34601, hereinafter referred to as Grantor, and the Board of County Commissioners of Hernando County, Florida, with its principal office at 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as Grantee.

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, now releases and forever quitclaims to transferee and all future owners all of Grantor's reversionary interest in the property located at 15487 Citrus Way, Brooksville, Florida 34614, and more particularly described as follows:

Begin at the Southeast Corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 18, Township 21 South, Range 19 East, run North 430 feet; run West 264 feet; run South 430 feet; run East 264 feet to the Point of Beginning.

Parcel ID No.: R18-421-19-0000-0160-0000
Key No.: 00332367

TO HAVE AND TO HOLD the same in fee simple subject to any easements, covenants and restrictions of record.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
(GRANTOR)

By: _____
Gus Guadagnino, Chairman

_____
Signature of Witness

_____
Printed Name of Witness

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Gus Guadagnino as Chairman of the School Board of Hernando County, Florida.

_____
Notary Public

JOSEPH E. JOHNSTON, JR. jkr
Attorney at Law
29 South Brooksville Avenue
BROOKSVILLE, FLORIDA 33512

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 10th day of September 1974, **Between**

THE BOARD OF PUBLIC INSTRUCTION OF HERNANDO COUNTY, FLORIDA

of the County of HERNANDO, State of Florida, grantor*, and

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

whose post office address is Brooksville 33512

of the County of HERNANDO, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of ----------
TEN and No/100 ($10.00)---------- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Hernando County, Florida, to-wit:

BEGIN at the Southeast Corner of S 1/2 of SW 1/4 of SW 1/4, Section 18, Township 21 South, Range 19 East, run North 430 feet; run West 264 feet; run South 430 feet; run East 264 feet to Point of Beginning.

REVERTER: Should the property herein cease to be used for public education purposes, title thereto shall revert to the Grantor.

FILED FOR RECORD
HAROLD WILLIAM BROWN, CLERK
HERNANDO COUNTY, FLA.
74 NOV 7 AM 10 38

013199

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

THE BOARD OF PUBLIC INSTRUCTION
of Hernando County, Florida

ATTEST:

James K. Austin (Seal)
Superintendent of Schools

By Frank W. Springstead (Seal)
Chairman

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Frank W. Springstead, Chairman of BOARD OF PUBLIC INSTRUCTION OF Hernando County, Florida to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1974.

Mere J. Austin
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 24, 1975.
Bonded by American Fire & Indemnity Co.

BOOK 349 PAGE 777

Agenda 23-1182
Property on Citrus Way (Cannery)

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Hernando County Board of County Commissioners

Account Name: General Fund

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100R	0000	3495	9210	0100	

Amount $ $10.00 (Revenue)

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ☒

Prior Year Approved Budget: $ 0.00

Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 20. 23-1208 2/14/2023

Title and Board Action Requested

Terminate agreement with For Each 1 Reach 1 Mentoring Program for non-payment of meals served August 2022 to current. Termination date will be March 17, 2023.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for terminating the agreement with Each 1 Reach 1 Mentoring Program for non-payment of meals on March 17, 2023. The agreement specifically says “Each 1 Reach 1 will pay the Board the invoiced amount within thirty (30) days of receipt of the invoice”. Each 1 Reach 1 has an outstanding balance of approximately $26,611.80, and has not made any payments.

My Contact

Lori Drenth
Director of Food and Nutrition Services
352-797-7028 x406

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site’s approved annual budget.

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
MEMORANDUM OF UNDERSTANDING TO VEND MEALS

THIS AGREEMENT is made and entered into between the District School Board of Hernando County and For EACH 1 REACH 1 Mentoring Program, Inc.

WHEREAS the District School Board of Hernando County agrees to supply unitized meals inclusive of milk and juice where applicable to EACH 1 REACH 1 with and for the rates herein listed:

Breakfast:	$2.70
Lunch:	$4.75
Snack:	$1.10

It is further agreed that the District School Board of Hernando County, will maintain proper documentation regarding the number of meals requested, prepared and provided daily to EACH 1 REACH 1. EACH 1 REACH 1 will be responsible for the transportation of meals daily and for verifying the number of meals received daily.

The BOARD's Food and Nutrition Services Accounting Department will send an invoice to EACH 1 REACH 1 each month setting forth the amounts payable to the BOARD for meals provided. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Department. EACH 1 REACH 1 will pay the BOARD the invoiced amount within thirty (30) days of receipt of the invoice.

The District School Board of Hernando County agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress) and upon request, to make all accounts and records pertaining to the Program available to representative review at a reasonable time and place.

This agreement shall be effective as of August 10, 2022 – May 31, 2023. The dates are based on the Hernando County Schools District Calendar. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination.

Lori Drenth
District School Board of Hernando County
Lori Drenth, M.S., R.D., S.N.S.
Food and Nutrition Services

Director, Food Nutrition Services
Title

8/2/22
Date

Approved as to Form

Nancy McCann Alfonso

General Counsel, HCSB

For EACH 1 REACH 1 Mentoring Program, Inc.

Food Service Director
Title

8/1/22
Date

From: **Lori Drenth** Tuesday, January 24, 2023 8:30:21 AM

Subject: Re(2): Outstanding Payments

To: Principal ForEach1 <principal@foreach1.org>

Cc: mcintyre_j@hcsb.k12.fl.us Jemiala.Siler-Pelt@fdacs.gov
Jaren.Vass@fdacs.gov Darrell.Johnson11@fdacs.gov
"Church, Lisa" <Lisa.Church@fdacs.gov> **Sean Arnold**

Tim,

Good Afternoon. I have verified with the Florida Department of Agriculture and Consumer Services that your site has received EFT payments into the account that is on file with My Florida Market Place within two to three business days of the state processing the claim. Your site has received claims for meals from August-December for a total of $14,021.64.

Per our agreement For Each 1 Reach 1 is expected to pay the Hernando County School District for meals provided August-December for a total of $26,611.80 and for all meals provided within 30 of the invoice provided by FNS. This is the final notice that the Hernando County School District-Food and Nutrition Services expects to receive payment for meals vended to For Each 1 Reach 1. If payment for August-December is not provided by January 31, 2023 consider this notice that I will be presenting my recommendation to the School Board at the February 14, 2023 meeting to terminate of the Memorandum of Understanding to Vend Meals between the District School Board of Hernando County and For Each 1 Reach 1 effective close of business on March 17, 2023.

Please let me know if there is anything I can do to be of assistance.

Lori Drenth, M.S., R.D., S.N.S.
Director, Food and Nutrition Services
Hernando County School District

Principal ForEach1 <principal@foreach1.org> writes:
Good afternoon,

I have reached out to the payment people for the Food Program. It is showing paid, however, we have not received any payments or checks. I am waiting to hear from them and I will keep you posted.

I am sorry. I am confused about why we have not received any payments.

Thank you for reaching out.

This email is confidential and is intended for the use of the named recipient only. If you have received this message in error, please inform us immediately and delete it.

Timothy D. Wert
Principal
For Each 1 Reach 1 Mentoring Program, Inc.
Reach Academy
7318 Sunshine Grove Rd.
Brooksville, FL. 34613
Office Phone: 352-556-2768
Fax: 1-877-330-4468
Website: www.foreach1reach1.com
principal@foreach1.org

On Wed, Jan 4, 2023 at 11:16 AM Lori Drenth <drenth_l@hcsb.k12.fl.us> wrote:

> Tim,
>
> Good Morning. Attached is the invoice for meals served to For Each 1 Reach 1 for the month of December 2022. Additionally, the invoices from the beginning of the school year remain outstanding. The terms of the agreement are not being met by your facility. If full payment for August-November is not received by January 20, 2023 then Food and Nutrition Services will consider terminating this agreement. Please reach out to me and let me know what is happening and what can be done to meet the agreement.
>
> August - $5,952.55
> September - $5,867.20
> October - $6,439.00
> November - $4,489.60
> December - $3,863.40
>
> TOTAL: $26,611.80
>
> Lori Drenth, M.S., R.D., S.N.S.
> Director, Food and Nutrition Services
> Hernando County School District
>
> IMPORTANT NOTICE:All e-mails sent to this address are public record unless specifically exempted by Florida law, and are archived accordingly. The

School District does not allow use of School District equipment and e-mail for non-School District business purposes.

INVOICE

TO: Each 1 Reach 1 **principal@foreach1.org**

FROM: HERNANDO COUNTY SCHOOL BOARD
FOOD AND NUTRITION SERVICES DEPT

Please accept this as an invoice for meals served to the students at Each 1 Reach 1 from West Hernando Middle School

Dates: Month of August 2022

	NUMBER SERVED		***RATE***	***TOTAL DUE***
Breakfast	**658**	@	**$2.70**	**$1,776.60**
Lunch	**705**	@	**$4.75**	**$3,348.75**
Snack	**752**	@	**$1.10**	**$827.20**
Total Due				**$5,952.55**

Please remit payment to:

Hernando County School Board
Food and Nutrition Department
8050 Mobley Road, Brooksville, FL 34601
Attn: Gina Cipriani

If you have any questions please feel free to contact me at 352-797-7028 Ext 401

Thank you.
Gina Cipriani
Sept. 1, 2022 (for August meals)

Emailed
Sept. 14, 2022

INVOICE

TO: Each 1 Reach 1 **principal@foreach1.org**

FROM: HERNANDO COUNTY SCHOOL BOARD
FOOD AND NUTRITION SERVICES DEPT

Please accept this as an invoice for meals served to the students at Each 1 Reach 1 from West Hernando Middle School

Dates: Month of September 2022

	NUMBER SERVED		***RATE***	***TOTAL DUE***
Breakfast	**584**	@	**$2.70**	**$1,576.80**
Lunch	**718**	@	**$4.75**	**$3,410.50**
Snack	**799**	@	**$1.10**	**$879.90**
Total Due				**$5,867.20**

Please remit payment to:
Hernando County School Board
Food and Nutrition Department
8050 Mobley Road, Brooksville, FL 34601
Attn: Gina Cipriani

If you have any questions please feel free to contact me at 352-797-7028 Ext 401

Thank you.
Gina Cipriani
October 12, 2022 (for September meals)

Emailed
Oct 12, 2022

INVOICE

TO: Each 1 Reach 1 **principal@foreach1.org**

FROM: HERNANDO COUNTY SCHOOL BOARD
FOOD AND NUTRITION SERVICES DEPT

Please accept this as an invoice for meals served to the students at Each 1 Reach 1 from West Hernando Middle School

Dates: Month of October 2022

	NUMBER SERVED		***RATE***	***TOTAL DUE***
Breakfast	**700**	@	**$2.70**	**$1,890.00**
Lunch	**740**	@	**$4.75**	**$3,515.00**
Snack	**940**	@	**$1.10**	**$1,034.00**
Total Due				**$6,439.00**

Please remit payment to:

Hernando County School Board
Food and Nutrition Department
8050 Mobley Road, Brooksville, FL 34601
Attn: Gina Cipriani

If you have any questions please feel free to contact me at 352-797-7028 Ext 401

Thank you.
Gina Cipriani
Nov. 1, 2022 (for October meals)

Emailed
Nov. 1, 2022

INVOICE

TO: Each 1 Reach 1 **principal@foreach1.org**

FROM: HERNANDO COUNTY SCHOOL BOARD
FOOD AND NUTRITION SERVICES DEPT

Please accept this as an invoice for meals served to the students at Each 1 Reach 1 from West Hernando Middle School

Dates: Month of November

	NUMBER SERVED		***RATE***	***TOTAL DUE***
Breakfast	**490**	@	**$2.70**	**$1,323.00**
Lunch	**518**	@	**$4.75**	**$2,460.50**
Snack	**705**	@	**$1.10**	**$706.10**
Total Due				**$4,489.60**

Please remit payment to:

Hernando County School Board
Food and Nutrition Department
8050 Mobley Road, Brooksville, FL 34601
Attn: Gina Cipriani

If you have any questions please feel free to contact me at 352-797-7028 Ext 401

Thank you.
Gina Cipriani
Dec 2, 2022 (for November meals)

Emailed
Dec. 2, 2022

INVOICE

TO: Each 1 Reach 1 **principal@foreach1.org**

FROM: HERNANDO COUNTY SCHOOL BOARD
FOOD AND NUTRITION SERVICES DEPT

Please accept this as an invoice for meals served to the students at Each 1 Reach 1 from West Hernando Middle School

Dates: 12/1/22-12/31/22

	NUMBER SERVED		***RATE***	***TOTAL DUE***
Breakfast	**420**	@	**$2.70**	**$1,134.00**
Lunch	**444**	@	**$4.75**	**$2,109.00**
Snack	**564**	@	**$1.10**	**$620.40**
Total Due				**$3,863.40**

Please remit payment to:

Hernando County School Board
Food and Nutrition Department
8050 Mobley Road, Brooksville, FL 34601
Attn: Gina Cipriani

If you have any questions please feel free to contact me at 352-797-7028 Ext 401

Thank you.
Gina Cipriani
Jan 4, 2023 (for December meals)

Emailed
Jan. 4, 2023

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 21. 23-1154 2/14/2023

Title and Board Action Requested

Award Bid No. 23-910-14, HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to multiple vendors for the purchase, installation and repairs of HVAC systems and preventative services and authorize purchases for an estimated annual amount of $500,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board for approval to award Bid No. 23-910-14 HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to Air Mechanical & Service Corp., Air Mechanical, Inc., Carrier Enterprises, LLC, Johnson Controls, Inc., The Ware Group, LLC: dba Johnstone Supply and Trane U.S. Inc. for the purchase, installation and repairs of HVAC systems as well as preventative maintenance services for an estimated annual spending of $500,000.

My Contact

Brian Still, Director of Maintenance
352-797-7071

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $ 500,000.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 23-910-14

Bid Title: HVAC Equipment & Parts: Installation, Repairs, Services and Related Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☒Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 02/13/2025 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
3		1	

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: 28	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	- 6 -	- 0 -	- 0 -	- 0 -	

Submitted By: Neil D. McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Still
Director of Maintenance

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2314

This tabulation establishes a contract with experienced, qualified, bonded, and licensed contractors to provide for HVAC services, including installation and repair as well as preventative maintenance services. Establishing firm fixed hourly labor rates and percentage (%) mark-up on parts. Services are to include all labor, personnel, supervision, equipment, supplies and materials, etc. to perform work on designated tasks, which cannot be handled in-house. No other charges shall apply. Services will be required on as-needed basis district-wide on small, future, anticipated projects.

Air Mechanical & Service Corp.

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 85.00/Hour $ 85.00/Hour $ 80.00/Hour $ 55.00/Hour
Labor Rates School not in session, nights, weekends & holidays	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 120.00/Hour $ 115.00/Hour $ 110.00/Hour $ 85.00/Hour
Subcontractor Services - Percentage Mark-Up (+)	10 %
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	20 %
Equipment Rental - Percentage Mark-Up (+)	15 %
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	10 %
Equipment Warranty – 1 Year Labor/Workmanship Warranty – 90 Days	

Contact Information:
Thomas Barton
(813) 363-2449
tbarton@amsco-ac.com

Anchor Mechanical, Inc.

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 121.00/Hour $ 117.00/Hour $ 81.00/Hour $ 55.00/Hour
Labor Rates School not in session, nights, weekends & holidays	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 151.25/Hour $ 140.50/Hour $ 97.25/Hour $ 66.00/Hour
Subcontractor Services - Percentage Mark-Up (+)	10 %
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	12 %
Equipment Rental - Percentage Mark-Up (+)	12 %
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	n/a
Equipment Warranty – Standard Manufacturer's Warranty Labor/Workmanship Warranty – 1 Year Labor Defects	

Contact Information:
Mike Saczawski
(847) 525-6453
msaczawski@anchormechanical.com

Carrier Enterprises, LLC

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	n/a
Labor Rates School not in session, nights, weekends & holidays	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	n/a
Subcontractor Services - Percentage Mark-Up (+)	n/a
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	n/a
Equipment Rental - Percentage Mark-Up (+)	n/a
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	48%
Equipment Warranty – Standard Manufacturer's Warranty	

Contact Information:
Keith Russell
(727) 269-9437
keith.russell@carrierenterprises.com

Johnson Controls, Inc.

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 168.00/Hour $ 168.00/Hour $ 136.00/Hour $ 108.00/Hour
Labor Rates School not in session, nights, weekends & holidays	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	$ 252.00/Hour $ 252.00/Hour $ 204.00/Hour $ 162.00/Hour
Subcontractor Services - Percentage Mark-Up (+)	33 %
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	40 %
Equipment Rental - Percentage Mark-Up (+)	33 %
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	n/a
Equipment Warranty – n/a	

Contact Information:
Janine Pate
(813) 390-0544
janine-pate@jci.com

The Ware Group LLC; dba Johnstone Supply

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	n/a
Labor Rates School not in session, nights, weekends & holidays	
Foreman w/Truck Supervisor w/Truck Journeyman Helper	n/a
Subcontractor Services - Percentage Mark-Up (+)	n/a
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	n/a
Equipment Rental - Percentage Mark-Up (+)	n/a
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	51%
Equipment Warranty – Standard Manufacturer's Warranty	

Additional Information: Percentage discounts are from Johnstone's Catalog/System Price List. Percentage discounts can be greater than 51% on some manufacturers and project quantities. Inside branch sales personnel are available for written quotes 7:30 am to 5:00 pm, Monday-Friday.

Contact Information:
Randy Langenbach
(954) 826-0719
Randy.langenbach@johnstonewaregroup.com

The Ware Group, LLC; dba Johnstone Supply
(727) 817-0248
ptrib2b@johnstonewaregroup.com

Trane U.S., Inc.

Description For the installation of equipment by vendor for projects that cannot be handled in house by district staff	**Rates**
Labor Rates Straight time - during normal or regular business hours - Monday-Friday 7:00 am to 4:00 pm	
(Mechanical Controls) Foreman w/Truck (Mechanical Controls) Supervisor w/Truck Journeyman Helper	$ 135.00/Hour $ 135.00/Hour n/a n/a
Labor Rates School not in session, nights, weekends & holidays	
(Mechanical Controls) Foreman w/Truck (Mechanical Controls) Supervisor w/Truck Journeyman Helper	$ 180.00/Hour $ 180.00/Hour n/a n/a
Subcontractor Services - Percentage Mark-Up (+)	10 %
Materials & Supplies - Percentage Mark-Up (+) (Contractor installed projects)	10 %
Equipment Rental - Percentage Mark-Up (+)	10 %
Additional Pricing - Percentage Discount (-) off Vendor's Catalog Price List (District installed projects) for the purchase of HVAC Equipment, Parts, Supplies, Accessories, etc.	10 %
Equipment Warranty – 1 Year Labor/Workmanship Warranty – 90 Days	

Contact Information:
Joe Noone
(704) 746-6346
Joe.noone@trane.com

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Maintenance Repairs & Services

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1110E	8100	3500	9500	49500	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 2,135,000.00		$		$ 0		$ 2,135,000.00		$ 500,000.00		$ 1,635,000.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 22. 23-1161 2/14/2023

Title and Board Action Requested

Approve the amendment to the contract bid no. 22-360-22, Carpet & VCT: Installation, Removal & Repairs, awarded to Marks Flooring, Inc. to increase the estimated annual spending to $150,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve the amendment to the contract bid no. 22-360-22 with Marks Flooring, Inc. for Carpet & VCT: Installation, Removal & Repairs to increase the spending on this contract from $50,000.00 to $150,000.00. This change is needed to match the Maintenance budget of $150,000.00 for installation of vinyl composition tile and miscellaneous other flooring. No other change to the original contract has been made. An increase in the spending will allow work to be completed before the end of the fiscal year at an anticipated lower cost.

My Contact

Brian Still, Director of Maintenance
352-797-7071

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $150,000.00, see attached budget sheet. The cost for the previous fiscal year was $30,469.95.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: January 24, 2023

Bid No. 22-360-22

Bid Title: Carpet & VCT: Installation, Removal & Repairs

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☒Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☒Amendments to Contract	☐Bid Extension	☐Emergency
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 01/25/2022 through 01/24/2024 ☐ N/A – One Time Purchase
Amended: 01/24/2023 through 01/24/2024

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
1		2	

Rationale/Reason: 01/24/2023 – Amended to increase total estimated annual spending.

Bidders Electronically Downloaded From Public Purchase Website: 19	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	- 1 -	- 0 -	- 0 -	- 0 -	

Submitted By: Neil D. McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Still
Director of Maintenance

Department(s): Maintenance

Recommended award, description of items and prices: (See attached)

T/C CODE: 2222

This tabulation establishes a contract to provide firm net rates to furnish, install, remove and repair Carpet, Vinyl Composition Tile (VCT) and Vinyl Wall Base (various colors to match existing tile), including all labor, supervision, materials, equipment, personnel, vehicles, travel, fuel, profit, etc. No additional charges will be authorized except as noted in the bid. Services will be required for district facilities, including portables, on an as needed basis, county wide, on designated work projects, which cannot be handled in-house, for the contract period as specified Herein.

Carpet manufacturer for building/classroom areas shall be ***Tandus;*** for portables, shall be ***Shaw,*** unless directed otherwise by the Maintenance Department. Patterns, color, etc. may vary according to site and matching existing carpet. VCT manufacturer shall be ***Armstrong*** or equal. Regardless of manufacturer's product line on either carpet of VCT, unit of measure pricing shall remain the same, as indicated below.

Mark's Flooring Inc.

Item No.	Description	Unit of Measure	Firm Net Delivered Unit Prices
	CARPET		
1.	Carpet, Furnish Only	Sq. Yard	$ 16.00
2.	Carpet, Furnish & Install	Sq. Yard	$ 23.00
3.	Furnish and Install Cove Base	Lin. Foot	$ 1.75
4.	Cove Base Install	Foot	$ 0.75
5.	Complete Removal and Disposal of Existing Carpet and Cove Base	Sq. Yard	$ 5.50
6.	Floor Preparation	Sq. Foot	$ 0.55
	VINYL COMPOSITION TILE		
1.	VCT Furnish and Install	Sq. Foot	$ 2.10
2.	Vinyl Wall Base	Lin. Foot	$ 1.35
	ADDITIONAL PRICING AS NEEDED		
1.	Miscellaneous Repairs as Needed	Hourly	$ 35.00
2.	Percentage Mark-Up for Additional Materials and Supplies that May be Required, if Not Included in Above pricing, Regardless of the Manufacturer's Product	Percentage (%) Mark-Up	25 %

Note: On smaller repair/ replacement projects, where carpet is required and vendor's facility contains remnants in sufficient quantity to complete a job, costs for labor and materials will be charged per above Additional Pricing.

Additional Information (pricing, exceptions, comments, etc.) if applicable:

VCT Demolition and Disposal Fee: $.80 per Square Foot

Vendor Information:

Name:	Marks Flooring, Inc.
Address:	8881 So. Filly Pt.
	Inverness, FL 34452
Phone:	352-400-1327
Email:	marksflooring@gmail.com
Contact:	LeeRoy Marks

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Maintenance Fund Repairs & Maintenance (as of 2/2/23)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1110 E	8100	3500	9500	49500	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 2,135,000.00		$		$ 466,891.56		$ 1,668,108.44		$ 150,000.00		$ 1,518,108.44

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊘
New for Current Year: ○

Prior Year Approved Budget: $ 50,000.00

Prior Year Actual Spent: $ 30,469.95

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 23. 23-1184 2/14/2023

Title and Board Action Requested
Approve piggybacking Choice Partners RFP #20/040 TP, Frozen and Chilled Beverages, awarded to Trident Beverages and authorize purchases for an estimated annual spending of $120,000.

Executive Summary
The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board the piggyback of Choice Partners RFP #20/040 TP, Frozen and Chilled Beverages, awarded to Trident Beverages and authorize purchases for an estimated annual spending of $120,000.00

The beverages purchased will be 100% fruit juice slushies, iced tea and lemonade for the high school levels. All beverages are required to meet USDA and Smart Snack/Beverages requirements. Please see attachment "Smart Snacks" and refer to pages 11 and 12 for specific beverage requirements.

HCSB Bid #23-385-27 PB has been assigned for internal tracking purposes.

My Contact
Lori Drenth
Director of Food and Nutrition Services
352-797-7028 x406

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $ 120,000, see attached budget sheet. The cost for the previous fiscal year was $ 76,000. The cost increase is due to increased pricing and the addition of iced tea and lemonade.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 23-385-27 PB **Bid Title:** Frozen and Chilled Beverages

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 07/31/2023 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining: 1 ☐ Length of Each Term (month) ☒ Length of Each Term (year): 1 ☐ None

Rationale/Reason: Piggyback Choice Partners, RFP #20/040TP, Frozen and Chilled Beverages, awarded to Trident Beverage at firm fixed unit prices. HCSB Bid #23-385-27 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☐ **N/A – Bids Not Required:**

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Lori Drenth
Director of Food & Nutrition

Department(s): Food & Nutrition

Recommended award, description of items and prices: (See attached)

T/C CODE: 2327

Quote #15

16810 Barker Springs Rd., Suite 216
Houston, TX 77084
(800) 890-0455 Toll Free
(800) 359-5043 Fax
admin@juicealive.net

Quote Date 04-20-2022

Lead - Company Choice Partners Cooperative

Lead - Address 1 6300 Irvington Blvd

Lead - City Houston **Lead - State** TX **Lead - ZIP** 77022

Effective Date 08-01-2022 **Expiration Date** 07-31-2023

Memo HCDE- Choice Partners renewal

Line items

Item Number(s)	Description	Pack Size	Price Each
1001	Juice Alive 100% Juice Concentrates- Standard Flavors	6/64 oz 5+1	$125.00
1002	Juice Alive 100% Juice Concentrates- Premium Flavors	6/64 oz 5+1	$130.00
1003	Cooper Tea- All Flavors	4/64 oz 5+1	$44.00
1004	Juice Alive Smoothie Cups- All Flavors	96/4 oz	$34.00
1005	Juice Alive 6oz Juice Pouches 100%	60/6 oz	$20.25
1007	JavAlive Coffee Concentrates all flavors	6/64 oz 3+2+1	$125.00
1008	State Fair Lemonade all flavors	6/64 oz 5+1	$75.00
1009	Camellia Iced Tea-Unsweet	24/4oz	$32.00
1010	Camellia Iced Tea-Unsweet flavors	6/64 oz 5+1	$99.00
1011	Ronnoco House Blend	128/2.25oz	$112.49
1012	Ronnoco House Blend and Other Flavors	48/2.25oz	$55.00
0700101101C	O'Connor Decaf House Blend	42/1.5oz	$26.23
0780001151A	Perfect Serve Assorted Sweetners	3/2#	$45.00
0780002001A	Perfect Serve Powdered Creamer	6/2#	$45.00
0722101001a	mini coffee syrup starter kit	6/5 oz	$105.00
0745000200a	Torani Sugar Free Syrups Assorted Flavors	1/750ml	$5.75
0700200303A	Ronnoco Hot Chocolate	6/2#	$60.00
0700751001A	Sugar Free French Vanilla Cappuccino	6/2#	$45.00
0700103001C	Ronnoco House Blend	42/2oz	$34.57
9009	Camellia Iced Tea Sweet low calorie	12/11.5oz	$12.00
TOT			**$1,205.54**

Created on April 20, 2021 at 11:59 AM (EDT). Owned by Parnell, Landon.

July 20, 2020

John Walker
Trident Beverage Inc.
3130 N. Fry Rd
Suite 500
Katy, TX 77449

Subject: Contract Award

Dear *John Walker:*

Congratulations! Harris County Department of Education (HCDE) has awarded Trident Beverage Inc. a contract for the following commodity/service, based on the proposal submitted to HCDE Choice Partners on 04/24/2020:

Frozen and Chilled Beverages Contract No.20/040TP

The contract is effective 8/1/2020 and will expire on 07/31/2021. The contract may be renewed annually for up to 3 (three) additional years, if mutually agreed to by Choice Partners and Trident Beverage Inc..

Your contract manager, Trisha Prestigiacomo, will contact you in the next few weeks and set up an appointment to discuss the contract details and new vendor orientation. The partnership between Trident Beverage Inc. and Choice Partners should be mutually beneficial for us, as well as our participating agencies.

A press release announcing the awards made this month is posted both at www.choicepartners.org and at www.hcde-texas.org. Your contract manager will send you the Choice Partners seal to add to your website and will request any needed additional information so we can accurately describe your company on our website.

If you have any questions or concerns in the meantime, please feel free to call us at the office at 713-696-2122.

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Enclosure: Signed Contract Page

Harris County Department of Education
6300 Irvington Blvd., Houston, Texas 77022-5618

RFP #20/040TP
Request for Proposals
for
FROZEN AND CHILLED BEVERAGES

Submittal Deadline and Proposal Opening Deadline:

MONDAY, MAY 25, 2020 at 2 p.m., Central Time

Proposals received after the date and time stated above will not be considered.

Questions regarding this RFP must be submitted via the eBid System online no later than **five (5) business days** prior to the submittal deadline date. All questions and answers will be posted online at **https:// www.choicepartners.org/current-rfps**

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2.0 Introduction to Choice Partners Cooperative

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7.0 Specifications

8.0 Pricing/Delivery Information

9.0 Vendor Questionnaire – included in the eBid Attributes section

10.0 Attachments

1.0 NOTICE OF INTENT

Contracts awarded pursuant to this RFP comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326. It is the intent of Harris County Department of Education (HCDE) to award one or more contract(s) as a result of this RFP for use by HCDE/CP and/or CP members. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Section 6.0 Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

Further, it is the intent of HCDE/CP to allow CP members to "piggyback" onto any existing contract between HCDE and Vendor entered into pursuant to this RFP, as contemplated in United States Department of Agriculture Memorandum SP35-2012, Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc., June 12, 2012 ("SP 35-2012"). Accordingly, pursuant to HCDE's membership agreements with CP members (as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states), CP members are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and Vendor. Further, it is the intent of HCDE/CP to comply with the most restrictive federal (EDGAR) or state (FARSG) rule or regulation, and HCDE/CP intends to conduct a cost or price analysis in connection with every procurement action using federal funds.

1.1 **The initial base term of the prospective contract is a period of one calendar year, and HCDE/CP may elect to extend any contract awarded pursuant to this RFP for up to three additional one-year renewal terms.**

1.2 In this RFP and in the Contract, the following terms shall mean as follows:

1.2.1 "**HCDE**" means the Harris County Department of Education, a county school district established under the laws of the State of Texas; 6300 Irvington Blvd., Houston, Texas 77022.

1.2.2 "**CP**" means Choice Partners cooperative, a national cooperative purchasing program and division of HCDE. HCDE/CP is a local governmental agency, as that term is used in SP 35-2012.

1.2.3 "**CP member(s)**" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by HCDE, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states.

1.2.4 "**Vendor(s)**" means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by HCDE. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.

1.2.5 "**Contract**" means the contract terms and conditions in **Section 5.0 Contract Terms and Conditions**, as further defined in the Entire Agreement provision of Section 5.0. A contract is exclusively between HCDE/CP and Vendor. Under no circumstances shall Vendor submit for approval or otherwise utilize the Contract via the Statewide Procurement Division's Texas Multiple Award Schedule (TXMAS) Program and/or Texas SmartBuy. All existing contracts shall be made available to CP members to review and copy. Further, all records, reports, and other documents related to HCDE/CP's competitive procurement of existing contracts shall also be made available to CP members to review and copy.

1.2.6 **"Supplemental Contract"** means a separate, supplemental contract entered into between a CP member and the Vendor, which utilizes the negotiated terms and conditions contained in the existing competitively-procured contract(s) between HCDE/CP and Vendor. Supplemental Contracts may further define the level of service and/or product requirements over and above the minimum defined in the Contract and the RFP, including,

without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Supplemental Contracts may be a Purchase Order issued by a CP member. Supplemental Contracts are exclusively between a CP member and Vendor and are executed pursuant to the piggyback method delineated in SP35-2012. Vendor shall immediately notify HCDE/CP of all Supplemental Contracts entered into with a CP member.

1.2.7 **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor's product(s)/service(s), and price, as detailed in **Section 4.0 Evaluation and Award**.

1.2.8 **"HCDE/CP Administrative Fee" or "HCDE/CP Fee"** means the fee paid by Vendors to HCDE/CP for the limited purpose of funding the total administrative costs of the HCDE/CP program. HCDE/CP will invoice the Vendor for the HCDE/CP Administrative Fee of 1 percent. The HCDE/CP Fee must be included in the Vendor's price submitted in its proposal in response to this RFP. All rebates, discounts, and other applicable credits from the Vendor resulting from Supplemental Contract(s) shall accrue exclusively to CP members.

1.2.9 **"Purchase Order" or "PO"** means the agreed-upon purchase order between HCDE's or the CP member and the Vendor. Special terms and conditions agreed to by the Vendor and HCDE/CP or the CP member may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.

1.2.10 **"Premium Hours"** means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by HCDE/CP or the CP member for each Purchase Order.

1.2.11 **"Regular Hours"** means the hours between 7 a.m. and 6 p.m. Monday thru Friday, excluding the following holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

1.3 **Time table**

HCDE/CP anticipates following the time table listed below for this job. The table below is only an estimate and may vary.

TIME TABLE		
Item	**Activity**	**Date**
1	RFP Advertised - 1st run	Friday, April 24, 2020
2	RFP Advertised - 2nd run	Monday, April 27, 2020
3	Pre-Proposal Meeting	Wednesday, May 6, 2020 @ 1 p.m. (6005 Westview Drive, Houston TX 77055)
4	Proposals Due	Monday, May 25, 2020 @ 2 p.m. CT
5	Award Date	Wednesday, July 15, 2020

2.0 INTRODUCTION TO CHOICE PARTNERS COOPERATIVE

2.1. **Description of CP members**

2.1.1. Contract(s), if any, awarded as a result of this RFP will be available for use by HCDE/CP. Additionally, contract(s) awarded as a result of this RFP will also be available for use by CP members pursuant to the piggyback method delineated in SP 35-2012. HCDE/CP, a local governmental entity, currently has more than 1,500 members and keeps growing every day. Many CP members constitute "school food authorities," as that term is used in SP 35-2012.

Contract(s), if any, awarded as a result of this RFP will be available to CP members to review and copy on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors based on the selection criteria set forth in Section 4.0 Evaluation and Award. All related records, reports, and documents related to the competitive procurement of any contract(s) awarded as a result of this RFP will also be available to CP members to review and copy on an "as needed" basis.

2.1.2. By allowing eligible entities to piggyback onto existing contract(s) between HCDE/CP and Vendors, those entities can accomplish the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the cost of going through the procurement process. Vendors benefit as well by having a multi-year contract and by saving the time and expense of going through the procurement process for each individual participating governmental entity. The specific scope of work for each Supplemental Contract/Purchase Order shall be determined in advance and in writing between the CP member and the Vendor.

2.1.3. Pursuant to TEX. GOV'T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, as well as directives issued by the Texas Department of Agriculture and the United States Department of Agriculture, HCDE/CP and CP members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits CP members to make purchases using contracts procured by HCDE.[1] **A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of the products and services.** TEX. GOV'T. CODE § 791.025(c). An interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services. TEX. GOV'T. CODE § 791.011(h).

[1] *See, e.g.,* TEX. EDUC. CODE § 44.031(a)(4) ("all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or more in the aggregate for each 12-month period shall be made by the method…that provides the best value for the district[, including] an interlocal contract"); TEX. EDUC. CODE § 51.9335(a)(4) (each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, "may acquire goods or services by the method that provides the best value to the institution, including… a group purchasing program."); TEX. EDUC. CODE § 73.115(a)(4) (University of Texas at Houston "may acquire goods or services by the method that provides the best value to the institution, including… a group purchasing program."); TEX. EDUC. CODE § 74.008(a)(4) (University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including…a group purchasing program."); TEX. LOCAL GOV'T. CODE Chapter 271 (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments); TEX. LOCAL GOV'T. CODE Chapter 262 (Purchasing and Contracting Authority of Counties); 2 C.F.R. § 200.318(e) General Procurement Standards ("To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services."); Texas Department of Agriculture, *Participation on Purchasing Cooperatives*, May 9, 2014, Angela Olige; United States Department of Agriculture Memorandum SP35-2012, *Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc.*, June 12, 2012.

2.1.4. **Contracts Involving Federal Funds**

Because at the time of procurement, HCDE/CP is unable to determine which of its procurements/contracts will be used by CP members using federal funds, HCDE/CP intends to competitively procure each and every contract awarded by HCDE/CP under Section 44.031 of the Texas Education Code and intends to comply with EDGAR for every procurement action. To comply with EDGAR, HCDE/CP will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After HCDE/CP receives bids and proposals but before awarding a contract, HCDE/CP will also conduct a price or cost analysis and document its findings. For contracts at or above the simplified acquisition threshold (currently set at $250,000), CP members must verify that HCDE/CP fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from CP directly without the need for additional procurement activities or documentation. HCDE/CP will provide its Independent Estimate Determination Form and Determination of Cost or Price Reasonableness Form to a CP member upon request, but HCDE/CP recommends that when circumstances necessitate separate evaluation of lump-sum pricing, CP members also conduct an independent evaluation of cost or price reasonableness tailored to the CP member's specific purchases so that the CP member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the CP member's verification of CP's compliance with EDGAR reveals that the lump-sum price includes goods or services for which CP could not have performed a cost or price analysis, the Choice member should conduct an independent cost or price analysis.[2]

2.2 Financing of HCDE/CP

2.2.1. HCDE/CP does not charge membership fees to CP members

2.2.2. The total cost of the HCDE/CP program is funded through the HCDE/CP Administrative Fee paid to HCDE/CP by Vendors. The HCDE/CP Fee is based on a percentage of vendor sales, less special insurance and required bonding, if applicable.

2.2.3. HCDE/CP will provide limited oversight in assisting both CP members and Vendors in marketing to CP members, training (education), and provide, at a minimum, an annual review of each Vendor. This service will be paid for out of the HCDE/CP Fee. HCDE/CP will not market or sell directly for Vendors.

2.2.4. All rebates, discounts, and other applicable credits that are granted by Vendors as a result of Supplemental Contracts shall accrue exclusively to CP member(s).

2.2.5. Vendor expressly agrees that HCDE/CP may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.

2.3. **HCDE/CP Procedures**

2.3.1. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.

2.3.2. The CP member sends a proposal request to the Vendor.

2.3.3. The Vendor prepares and sends to the CP member its proposal. The CP member conducts an evaluation of cost or price reasonableness, if the CP member is using $150,000 or more of federal funds and an independent cost/price evaluation is necessary.

2.3.4. The Vendor and the CP member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual CP members to the Vendor and to HCDE/CP, where they are logged and filed.

2.3.5. The Vendor delivers product(s)/service(s) directly to the CP member and then invoices the CP member.

2.3.6. The Vendor receives payment directly from CP member.

2.3.7. The Vendor reports the administrative fee to HCDE/CP and pays the fee to HCDE/CP.

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[2] *See News from the Div. of Grants Admin.: Procurement Question Added to EDGAR FAQ Doc.*, Texas Educ. Agency (July 2, 2015); *New EDGAR Regs. Frequently Asked Questions: Preliminary Guidance Applicable to all Federally Funded Grant Programs Administered by the Texas Educ. Agency* (2014); 2 C.F.R § 323(a) (cost or price analysis requirement).

3.0 INSTRUCTIONS TO VENDORS

3.1. **Proposal Response Format**

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals.

3.1.1 **Required Format**

Vendors shall submit proposals online in the HCDE/CP eBid system at the following address: hcdeebid.ionwave.net. The Vendor is responsible for ensuring that HCDE/CP has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

3.1.2 The following items must be included/uploaded in the **Response Attachment** section of the eBid System. Failure to include/upload these items may result in non-award.

1) Completed 9.0 Vendor Questionnaire (included in the eBid Attributes section)
2) Completed 10.0 Attachment Packet
3) Pricing; Electronic Catalog/Price Lists
4) Insurance Coverage Certification
5) Vendor's logo in JPEG format
6) Marketing Plan
7) Link to Vendor's website
8) Any applicable certificates (i.e., HUB, SWBE, licenses, Form 1295, etc.)
9) Exceptions to the contract MUST be redlined in the Terms and Conditions Section 5.0 and uploaded in the Response Attachments section of eBid submissions

3.1.3 **Proposal Response Location**

Proposals shall be received no later than the submittal day and time deadline in the HCDE/CP eBid System.

3.1.4 **Submission of Proposals**

HCDE/CP will only accept bids and proposals submitted online. Faxed or electronically transmitted proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. **Copyrighted proposals are unacceptable and may be disqualified.**

3.1.5 **HCDE/CP Reservations**

HCDE/CP reserves the right to:

a) Cancel this solicitation in whole or in part, at the sole discretion of HCDE/CP.
b) Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
c) Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
d) Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of HCDE/CP and/or CP members.
e) Waive any formalities, technicalities, or other defects if deemed in the best interest of HCDE/CP and/or CP members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
f) Be the sole judge of quality and equality.
g) Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in HCDE/CP sole discretion.
h) Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

3.1.6 **Financial Responsibility**

HCDE/CP assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

3.1.7 **Compliance with Specifications and Contract**

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies and organizations. Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract terms in section 5 Terms and Conditions. Any exceptions to the terms and conditions in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

4.0 EVALUATION AND AWARD

4.1. Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by HCDE/CP to be the best value to HCDE/CP and to CP members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

4.2. Competitive Range

It may be necessary for HCDE/CP to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

4.3. Conflict of Interest – EDGAR

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of HCDE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through HCDE's written procedures, HCDE has set a de minimis amount of less than $50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through HCDE's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through HCDE Board policies.**

4.4. Deviations and Exceptions to Requirements

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS AND REDLINED IN "RED." THE EXCEPTIONS SHOULD BE UPLOADED INTO THE RESPONSE ATTACHMENTS SECTION OF THE EBID SUBMISSION.**

4.5. Clarification and/or Discussions

HCDE/CP may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between HCDE/CP and Vendor can also take place after the initial receipt of proposals. HCDE/CP reserves the right to conduct discussions with all, some, or none of the Vendor submitting proposals. HCDE/CP will not assist the Vendor in the revision or modification of its proposal, nor will HCDE/CP assist the Vendor in bringing its proposal to the same level of other proposals received by HCDE/CP. Negotiations or discussions, if any, will not consist of a back-and-forth exchange resulting in contract, but rather will seek clarification or obtain equivalent elements.

Questions related to the RFP can be submitted online at https://www.choicepartners.org/current-rfps no later than five (5) business days prior to the submittal deadline date. All submitted questions and answers will be listed online. Questions will not be answered verbally or by phone.

4.6. No Guarantee of Quantities

HCDE/CP makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. HCDE/CP makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

4.7. Minority and Women's Business Enterprise (MWBE), Historically Under-utilized Business (HUB) and Small Business Enterprise (SBE) Participation

HCDE/CP encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Some CP members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goals. The Vendor shall also indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and attach a copy of the certificate(s) under "Response Attachments" section of the eBid system.

When federal funds are expended by HCDE or any CP member, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities, including:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4.8. Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with HCDE/CP based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by HCDE/CP after approval by the HCDE Board of Trustees. A contract is formed when either HCDE's Superintendent or Assistant Superintendent for Business Support Services signs the Signature Form. The Vendor must submit a signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

4.9. Multiple Awards

HCDE/CP reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with HCDE/CP. HCDE/CP may make multiple awards; this fact should be taken into consideration by each Vendor.

4.10. Non-Exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of HCDE/CP and CP members. HCDE/CP and CP members are free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at HCDE's or CP members' sole discretion.

4.11. Disqualification

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with HCDE/CP.

4.12. Environmental Initiatives

HCDE/CP is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

4.13. Interpretation
This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

4.14. No Return of Proposals
Once submitted, HCDE/CP will not return proposals to Vendor.

4.15. Non-Collusion Statement
Vendors are required to certify a **Non-Collusion Statement**. (See Section 10.0 Attachments) Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing , and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against HCDE/CP or any person interested in the proposed contract, and that all statements in said proposal are true.

4.16. Preferences
HCDE/CP may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by HCDE/CP in a Child Nutrition Program. *See* TEXAS GOV'T. CODE §2252.001-.004; 2 C.F.R. § 200.319.

4.17. Responsible Vendor
HCDE/CP may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. A Responsible Vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When determining if a vendor is responsible, HCDE/CP will consider the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources.

4.18. Responsive Proposal
Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

4.19. Similar Products or Materials
Whenever product(s) and/or material(s) are referred by HCDE/CP in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) and/or material(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

4.20. Appeal/Protest Process
Any Vendor who submitted a proposal may appeal HCDE's award, if the appeal is based on deviations from laws, rules, regulations, or HCDE Board policies. HCDE Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Vendor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to HCDE's Director of Choice Partners. Complaints/appeals must be received by the close of business on or before the 15th HCDE business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact Choice Partners on the next business day after the award is announced and verify details concerning the award.

4.21. Evaluation of Proposals

A committee of HCDE/CP employees and/or CP members will review and evaluate proposals and make a recommendation to the HCDE Board of Trustees. HCDE/CP will base a recommendation for contract award on the following factors:

Evaluation Factors	Weighted Value
(1) Price • Overall Cost of Program • Pricing as determined by the proposal submitted • Pricing may also be based upon usage and coverage	40
(2) Vendor's experience and reputation • References for local governmental entities and with a purchasing cooperative program • Local government agencies within the past 5 years; current Choice Partners members • Other projects completed within the past 10 years	20
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE/CP and CP members' needs: • Project Management • Infrastructure Solutions • Quality of Vendor's Products/Service • Demonstrated Ability to Perform	25
(4) Impact on the ability of CP members to comply with laws and rules relating to HUB/MWBE/SBE	0
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	5
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state[3]	0
(7) Vendor's past relationship with HCDE/CP and/or CP member	5
(8) Marketing Plan	5
TOTAL POSSIBLE POINTS:	**100**

Commented [A1]: Under applicable TDA rules, cost MUST be the primary consideration in awarding a contract. In other words, the cost criterion must be given the greatest weight among all criteria. (*See* "Awarding the Contract," p. 17.63 of TDA ARM).

[3] As a general rule, HCDE/CP may not apply geographic preferences for procurements involving federal funds. *See* 2 C.F.R. § 200.319. However, HCDE/CP may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. *See* 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS, REDLINED IN "RED" AND UPLOADED INTO THE RESPONSE ATTACHEMENTS SECTION OF THE EBID SUBMISSION.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND
("VENDOR")
FOR
FROZEN AND CHILLED BEVERAGES

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this RFP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1. Definitions
The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFP.

5.2. Use of Contract by CP members
Vendor agrees and understands that this RFP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this RFP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SP 35-2012, *Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc.* ("SP 35-2012). Vendor agrees and understands that CP members include "school food authorities," as that term is used in SP 35-2012.

5.3. Contract Terms; Amendment
The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4. Term of Contract; Renewal of Contract
The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **four (4)** years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5. Termination of Contract; Survival
This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or

termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the RFP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new RFP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6. Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7. Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order with an original contract price of $1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8. Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation

and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of $10,000); the Education Department General Administrative Regulations ("EDGAR") (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9. Confidentiality

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of $100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of $25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order is in excess of $50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11. Title and Risk of Loss

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12. Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice.

Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

5.13. Criminal History Review

Section 10.0 Attachment–SB 9 Contractor Certification: Contractor Employees (Required) and Attachment–SB 9 Contractor Certification: Subcontractor Form (If Applicable) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with TEX. EDUC. CODE, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students. Tex. Educ. Code §§ 22.0834(a-1), .08341. The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

5.14. Customer Support

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15. HCDE/CP and/or CP members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16. Tax Exempt Status

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17. Other State Tax Requirements

5.17.1. Payment of Taxes by CP members Outside of Texas – CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the RFP as appropriate to the specific CP member.

5.17.2. State and Local Transaction Privilege Taxes – The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18. State of Texas Franchise Tax

By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19. Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20. IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21. Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22. Notification of Material Change

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23. Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24. Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

5.25. Non-Appropriation

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, and/or any Purchase Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26. Ordering Procedures

Purchase Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27. Invoices; Payments

5.27.1. Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2. HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members **within thirty (30) days** after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of

the payment received from HCDE/CP or the CP member not later than the **tenth (10th) day** after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4 In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28. Reporting

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order, Purchase Order number, CP member name, city/town, and Purchase Order total dollar amount.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to HCDE/CP at 6005 Westview, Houston, Texas 77055, or electronically mailed to foodreporting@choicepartners.org .

5.29. Pricing Changes

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. All price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30. HCDE/CP Administrative Fee

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of 1**%**, subject to the Administrative Incentive Clause, below. HCDE/CP reserve the right to modify the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor

and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31. Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32. Right to Review, Audit and Inspect

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1. Vendor's compliance with this Contract and the requirements of the RFP.

5.32.2. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for HCDE/CP and/or CP members.

5.32.3. Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4. Any other matter related to this Contract.

5.33. Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34. **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts

located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35. **Multiple Contract Awards; Non-Exclusivity**
HCDE/CP reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 **New Products**
New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37. **No Substitution; Product Recall**
Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the RFP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 **Penalties**
If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39. **Promotion of Contract Marketing Plan**
The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its

marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40. **Website Support**
Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41. **Safety**
Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.42. **Workforce**
Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members' property.

5.43. **Supplemental Contracts**
A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the RFP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44. **Insurance**
Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured's for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an "additional insured" on insurance policies.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

- Statutory, and Bodily Injury by Accident: $100,000 each employee. Bodily Injury by Disease: $500,000, policy limit $100,000 each employee.

- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. $300,000 each occurrence Limit Bodily Injury and Property Damage combined. $300,000 Products-Completed Operations Aggregate Limit $500,000 per Job Aggregate. $300,000 Personal and Advertising Injury Limit.

- Automobile Liability Coverage: $300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45. **Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order to Vendor at any time.

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- Submit detailed monthly reports of all sales activity, including all sales and contracts where HCDE is the lead agency (such report is required even if there is no sales activity for a given month);
- Timely remit Administrative Fee(s) to HCDE/CP;
- Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least 3 marketing events (such as trade shows and conferences) annually;
- Maintain a minimum annual sales activity of $15,000;
- Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
  Maintain required insurance and submit updated certificate(s) to CP annually

5.46. **No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that

HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47. **Equal Opportunity**
It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48. **Force Majeure**
Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49. **Severability**
In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50. **Waiver**
No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51. **Entire Agreement**
The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on

any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52. **Interpretation**
Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53. **Notice**
Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54. **Captions**
The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 **Certifications**

a. Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
b. If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Contractor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
c. Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of HCDE or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. *See* HCDE Policy CJ (Legal) and (Local).

5.56 **USDA/TDA Special Terms and Conditions**
The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor's proposal submitted in response to HCDE's procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.56.1. Market Basket Analysis
HCDE/CP reserves the right, in its sole discretion, to use a "Market Basket Analysis" method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP's current supplier(s) was used to project the balance of the year and adjusted for any estimated change

in menu and participation for the following year. As a result, this list of [9] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [5] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [4] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.56.2 Material Change
If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.56.3 Supplemental Contracts
Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SP 35-2012. Should the "piggybacking" result in a material change to the Contract, HCDE/CP will proceed under Section 5.56.2 of this RFP.

5.56.3 New Products
During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be $1 million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.56.4 Bonds
Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.56.5 Use by Other Governmental Entities
In the event that HCDE/CP allows other governmental entities to "piggyback" onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include "school food authorities," as that term is used in SP 35-2012. Should the "piggybacking" result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled "Material Changes."

5.56.6 No Guarantee of Quantities
Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.56.7 Buy American Act
The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S.

substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to HCDE/CP members. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request. To be considered for an exception to the Buy American provision, Vendor may submit a good faith request for an exception, certifying that Vendor reasonably believes that:

(a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality (i.e., there is no alternative source that can provide a domestic product and/or there is no substitute domestic food product for this food product); and/or
(b) the costs of a U.S. product are significantly higher than the non-domestic product (i.e., the cost difference in purchasing a domestic product is unreasonable).

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available, and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate this Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.56.8 Records Retention

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. *See* TDA ARMS Manual, 17.107.

6.0 SCOPE OF PROPOSAL

6.1. It is the intention of HCDE/CP to establish one or more contracts to furnish and/or deliver a FULL LINE OF COMMERCIAL PRODUCTS.

6.2. Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by governmental entities and school districts. Vendors are encouraged to offer any applicable terms and conditions should be included for any additional product or service. HCDE/CP reserves the right to accept or reject any items included by Vendor in this section.

Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Proposals can be made for any or all services and products described herein. The terms and conditions listed below apply to all categories and lots within the Commercial Food Distributor. Each category and lot contain additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.

a) **Vendor is required to ensure that the Purchase Order includes the following, as applicable:**

- The contract number, lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.

- The date for commencing services and/or delivery of products ("work"). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to the CP member's authorized representative immediately.

- Compensation for received products, terms of progress payments, and a schedule of payments. The CP member retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through HCDE/CP as allowed in the Contract or RFP.

- A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.

- Monthly progress reports must be given to the CP member by the Vendor. The specifics of what is reported should be described in the Purchase Order.

- Terms for acceptance by the CP member and title to work must be clearly agreed upon and described. If any part of the work requires the CP member to assume control prior to the completion, this must be defined. Vendor and the CP member must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

b) After the Purchase Order is signed, a copy of the Purchase Order shall be sent to HCDE/CP's business manager.

c) Each individual Purchase Order may be limited to work at a single facility and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

d) The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order.

e) No work shall be performed until a written Purchase Order has been signed by the Vendor and the CP member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.

f) The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Purchase Orders sent in the last 30 days of a Term should be sent "Return Receipt Requested". Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the completion/delivery time stated in the Purchase Order, and the rights and obligations of the Vendor and the CP member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

g) The Vendor may not refuse to perform any project requested by a CP member unless such project is unlawful.

h) The CP member also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order.

7.0 SPECIFICATIONS

7.1 It is the intention of HCDE/CP to establish one or more contract(s) with highly qualified Vendor(s) for Frozen and Chilled Beverages. Vendor(s) shall, at the request of HCDE/CP or any CP member, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **5.0 Contract Terms and Conditions**. Vendor shall assist the CP member with making a determination of its individual needs, as stated below.
Interested vendors should respond online at the HCDE eBid System site. This site can be accessed by logging into http://www.choicepartners.org/bidder_info.php.

7.2 **Background**
CP represents approximately 75 school districts/members who may purchase items using this CP Frozen and Chilled Beverages RFP #20/000TP for school year 2020-2021.
The contract will be effective August 1, 2020 through July 31, 2021. HCDE/CP may elect, with mutual agreement of awarded vendor(s), to extend any contract awarded pursuant to this procurement solicitation for up to three (3) additional one-year terms.

7.3 **Specifications and Pricing**

1. HCDE/CP may award one or more contract(s) as a result of this RFP for use by HCDE/CP and/or CP members for direct delivery of frozen and chilled beverages.
2. Smart Snack Compliant - Proposers are required to identify each product that meets the USDA Nutrition Standards for All Foods Sold in Schools (aka Smart Snacks in School nutrition standards) specifically as it relates to a la carte cafeteria sales.
3. Compliance with all specifications and conditions is required. Proposers must respond to all questions and identify all costs, fees, or charges for which HCDE/CP members may be billed under the "Bid Attributes" and "Bid Line Items" sections in the eBid System. Costs not indicated in this proposal will not be paid. Proposers are to provide written documentation for any exceptions which should be submitted in the "Response Attachment" section of the eBid System.
4. All prices quoted shall be firm for a period of one (1) year. CP members expect to receive the best prices compared to an individual district, considering the volume of participants in the Coop. Any price changes shall be negotiated at the time of renewal only.
5. Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term "or equal", if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable). When more than one brand name of equal quality is available, Vendor shall submit no more than two choices for consideration of the same Specification, by adding an "alternate" to the same Specification.

7.4 **Special Conditions and Requirements**

7.4.1 USDA/TDA Regulations – The majority of products bid should meet all USDA and TDA regulations (and any other state guideline where applicable) for use in School Nutrition Programs (SNPs). *CP members who do not fall under the SNP are not required to meet these regulations, so optional products are allowed to an extent.*

a. *Healthy, Hunger-Free Kids Act of 2010*: (the Act), Public Law 111-296, enacted by the President on December 13, 2010. The Final Rule regarding the Nutrition Standards in the National School Lunch and School Breakfast Programs was finalized in 77 FR 4088. This final rule updates the meal patterns and nutrition standards for the School Meal Programs to align them with the 2010 Dietary Guidelines for Americans. To view the Final Rule in its entirety and/or read the technical assistance and guidance materials issued by USDA, view the following link: http://www.fns.usda.gov/cnd/Governance/Legislation/nutritionstandards.htm
b. Products submitted in this Proposal should comply with the meal pattern requirements for the 2020-2021 school year and must continue to comply over the expanse of the potential award of this contract. As products are reformulated and specifications are revised to be consistent with the

nutrition goals and the phase-in requirements of the meal pattern, adjustments for substitutions, alternates, or compatible items could be required or product substitutions to awarded items may occur.

7.4.2 Smart Snack Compliant - In addition, proposers are required to identify each product that meets the USDA Nutrition Standards for All Foods Sold in Schools (aka Smart Snacks in School nutrition standards) specifically as it relates to a la carte cafeteria sales.

7.5 **Special Terms and Conditions**

1. **Delivery** – The successful proposer will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform inside deliveries, including coolers and freezers as necessary, of the grocery products to the requesting members of the CP, which extends outside Harris County, Texas.

   a) *Delivery Frequency* –At minimum, once a month deliveries are to be made to all locations specified by the member, depending upon the needs of the member. More than once a month delivery would be at the approval of the successful proposer.

   b) *Delivery Minimums* - Vendors must specify delivery minimums in cases, and any requirements for shipments (this information is to be noted in eBid under the "Attributes" section for each line item). Orders and deliveries are to be arranged by cooperative members through the awarded vendor(s).

   c) *Delivery Time* – Generally, deliveries are to be made between the hours of 6:00am and 1:30 pm; however, the successful proposer agrees to work with each member on mutually agreeable delivery times. Late deliveries, regardless of cause, must be reshipped by 10:00 a.m. the following day unless unusual circumstances occur.

   d) *Delivery Vehicles* – The successful proposer will ensure all delivery vehicles are clean and sanitary, deliveries are made in properly refrigerated and enclosed trucks; in good repair and appropriate for the type of product being delivered according to HAACP guidelines; and meet all health and sanitation requirements of the State of Texas, local and federal government.

   e) *Drivers* - Drivers shall present a neat and clean appearance, be in uniform, show picture ID, and make their deliveries in an efficient and courteous manner. Drivers must meet all requirements for license and driving record, required by the TEA Education Code 22.085.

   f) *Freight* - All prices shall be Free on Board (FOB) Destination, full freight allowed, to the requesting members of CP. It is the responsibility of the successful proposer to coordinate in advance all deliveries with the requesting member(s) of CP, and to determine their specific delivery requirements and operational needs.

   g) *Notification of Late Deliveries* – The successful proposer will promptly notify the requesting member(s) of CP when an item cannot be delivered within the specified delivery time (according to the purchase order). If the successful proposer is unable to deliver the requested item within a mutually acceptable time, the CP member, in the member's sole discretion, may elect to purchase the outstanding item(s) from alternate sources/suppliers.

   h) *Shipping Container Condition* – The proposer will ensure all cases, cartons, and containers are clean and unblemished.

   i) *Shortages* - Vendor will notify member one (1) day before delivery of any back order or shortage items. Any items that the vendor fails to deliver on the designated, scheduled delivery date must be reshipped by 10:00 a.m. the following day unless unusual circumstances occur.

   j) *Sanitation/Safety* - The successful proposer(s) will warrant that all products will be fresh, clean, wholesome upon delivery, and will be packaged, handled, and transported in an acceptable manner. All temperature and sanitation procedures must meet all HAACP guidelines at all times during the delivery process. If the delivered product is determined to be unacceptable by a CP member, in the member's sole discretion, the CP member has a right to refuse the truckload, or if the product has already been delivered, the successful proposer will be required to pick up the unacceptable product, and (at the sole discretion of the requesting member of CP), a credit issued or a replacement provided in a timely manner.

k) *Temperature* – If applicable, frozen products shall be delivered at a temperature of 0 F or below, with determination by the designated district to accept or reject the product if temperature is questionable. Chilled products should be delivered at a temperature between 35– 40 F. Dry products should be delivered at temperatures no higher than 70 F.

2. **Exchange/Return of Products –** If a member of CP has products to be exchanged or defective products, proposer is to offer guarantee of full credit for partial or full cases.
3. **Estimated Usage –** Is included in the proposal solicitation and is based on historical data, as well as forecasts received from cooperative members.
4. **Food Security Preventative Measures** – Proposer(s) will provide in writing the Food Security Preventative Measures and HACCP procedures to minimize the risk that food under the successful proposer's control could be subject to tampering or criminal or terroristic actions (attach in "Response Attachments" section of eBid System).
5. **Inspection** - Prior to acceptance and payment, all items provided may be inspected by the CP member. Non-conforming items and items that are damaged may be rejected at the sole discretion of the CP member. The driver will be expected to make the invoice adjustment and initial it. The proposer shall use best efforts to promptly replace non-conforming items at the proposer's risk and expense.
6. **Membership -** CP reserves the right to add or delete the number of entities participating in CP, with notification to the successful proposer(s) as long as there is not substantial *material* change. Under Subchapter B, general inter-local contracting authority 791.011, each approved vendor is requested to extend all pricing to the new member on contracts that are in force.
7. **New Items/Products** - CP reserves the right to add any new products during the term of the contract. Consequently, the awarded vendor(s) will send to CP: CN label or signed product analysis sheets, nutritional analysis information, ingredient listing, and other pertinent information as new or other products are added.
8. **Packaging -** All products must be delivered in the manufacturer's original sealed container. Labels and labeling shall conform to all federal regulatory requirements for goods in interstate commerce, and containers shall meet U.S. Department of Transportation requirements.
9. **Product Changes -** If a manufacturer's product formulation changes and/or pack sizes change prior to/or during the contractual period, it is the responsibility of the vendor to notify CP immediately of those changes.
10. **Product Recall -** If a product recall is instituted on an item that has been furnished and delivered to HCDE/Choice Partners or its members, the vendor will immediately notify HCDE/Choice Partners by e-mail or in writing with all pertinent information of recall. Supplier will be responsible for all costs associated with replacing product, shipping charges, and/or product credit.
11. **Substitutions -** Any order issued as a result of this solicitation will conform to the specification and descriptions identified herein. Unless otherwise specified, the proposer will not deliver substitutes without prior authorization. The acceptance of a substituted item (which is to be handled on a case by case basis), by a CP member, should not be construed as blanket authority for the successful proposer(s) to deliver the same item(s) to other CP members. Repeated requests for substituted items by the successful proposer may be grounds to cancel the contract. The following criteria will apply to all substitutions:

    a) The price offered for substituted items will not exceed the price for the original item

    b) The quality of the substituted items will meet or exceed those of the item being substitute

7.6 **Nutrition Information and Product Sheets**

The awarded vendor(s) shall submit (1) Nutrition information and/or (2) Product Sheets to CP for all items specified in the proposal for contract award. These shall be included in the *Response Attachment* section of the eBid System.

8.0 PRICING / DELIVERY INFORMATION

8.1 **Pricing**
Vendors must provide pricing in the HCDE/CP eBid System (www.choicepartners.org) including any additional pricing examples and pricing discount schedules that need to be submitted to provide HCDE/CP with a comprehensive catalog. CP members may request the Vendor to provide discounts or other adjustments, on a per-Purchase Order basis. If discounts or quantity prices are offered by the Vendor, the Vendor must also offer the same reductions in pricing for orders of similar size to HCDE/CP and other CP members. **Catalog/price lists must be included in the Vendor's proposal.**

8.2 **Discounts provided on price lists and catalogs** – Detail the average discount provided by the Vendor on stated prices.

8.2.1 Provide discount schedules for all products Vendor intends to offer, shown either by category or code. Use separate discount for any net items with description of these net items.

8.2.2 Provide labor notes for each category shown that Vendor is proposing. These notes must include Vendor's overhead, profit, and HCDE/CP fees. Provide Vendor's miscellaneous material markups. If Vendor does not provide this labor classification, mark "NA" (Not Available).

8.2.3 Provide a description on how Vendor intends to guarantee the performance of Vendor's labor, and what benchmark will be used to determine the labor hours for each project.

8.2.4 Indicate any list price adjustment Vendor intends on providing during the contract period and on what it is based. For example: CPI.

8.3 **Freight, Delivery, Inspection & Acceptance**
All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery**. Deliveries shall be made during HCDE/CP or the CP member's Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to HCDE/CP or the CP member issuing a Purchase Order. The conforming product(s) shall be delivered within **ten (10) business days** of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from HCDE/CP or the CP member for the delayed delivery.

If defective or incorrect products are delivered, the CP member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the HCDE/CP or the CP member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

HCDE/CP or the CP member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, HCDE/CP or the CP member may procure its needs from alternative sources without penalty.

8.3.1 Describe Vendor's service procedure and state the proposed time frame from customer request to product or service delivery and completed.
8.3.2 Describe how Vendor deals with shipping delays. How does Vendor notify its customers of delays?
8.3.3 Provide Vendor's shipping schedule reporting form. Detail how often Vendor updates the form.
8.3.4 Detail Vendor's average percentage of on-time delivery.

9.0 VENDOR QUESTIONNAIRE

9.1 Please complete the Vendor Questionnaire included in the HCDE/CP eBid Attributes Section online.

10.0 ATTACHMENTS

10.1 Please complete the Attachment Packet attached to the proposal in the HCDE/CP eBid System

http://www.choicepartners.org/html/bidder_info.php

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-873283

Date Filed:
04/13/2022

Date Acknowledged:
04/14/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Trident Beverage, Inc
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Choice Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP#20/040TP
Frozen and Chilled Beverages

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trident Holdings,, LLC	Wilmington, DE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Houston, TX United States

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Choice Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP#20/040TP
Frozen and Chilled Beverages

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trident Holdings,, LLC	Wilmington, DE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Landon Parnell, and my date of birth is 6/27/1972.

My address is 12014 Fawnview Dr. (street), Houston (city), TX (state), 77084 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 13 day of APRIL (month), 2022 (year).

MICHELLE TRAVERS
Notary Public, State of Texas
Comm. Expires 10-22-2022
Notary ID 128420216

Michelle Travers
Signature of authorized agent of contracting business entity
(Declarant)

HARRIS COUNTY DEPARTMENT OF EDUCATION VENDOR QUESTIONNAIRE

(Please check ALL appropriate boxes below)

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for HCDE to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder: ☑ Yes ☐ NoCity

and state of vendor's principal place of business: TRIDENT BEVERAGE

MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED BUSINESSES (HUB), AND DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB), Minority/Women Business Enterprise (MWBE), or Disadvantaged Business Enterprise (DBE) entities are encouraged to indicate their HUB, MWBE, and DBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)	☐ Yes	☑ No
Vendor certifies that this firm is a HUB (Required by some participating agencies)	☐ Yes	☑ No
Vendor certifies that this firm is a DBE (Required by some participating agencies)	☐ Yes	☑ No

Please scan a copy of MWBE, HUB, and/or DBE certification letter(s) and the percentage of your business with MWBE, HUB, and/or DBE suppliers, if applicable, in your proposal response in the Response Attachments section of the HCDE eBid System.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE, HUB, and/or DBE certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: LANDON PARNELL / TRIDENT BEVERAGE

Address, City, State, and Zip Code: 16810 BARKER SPRINGS #216 HOUSTON, TX 77084

Phone Number: 832-451-5794 Fax Number: 1-800-359-5043

Printed Name and Title of Authorized Representative: LANDON PARNELL TRIDENT BEVERAGE

Email Address: LANDONPARNELL@JUICEALIVE.NET

Signature of Authorized Representative: [signature]

Date: 3-11-2022

HARRIS COUNTY DEPARTMENT OF EDUCATION
PROPOSER/VENDOR CERTIFICATION FORMS

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

JR Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Contractor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

JR Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by HCDE or a CP member; or (b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by HCDE or a CP member in a fiscal year of HCDE or the purchasing CP member, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member for the duration of the Agreement; (2) promptly provide to HCDE or the purchasing CP member any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of HCDE or the purchasing CP member; and (3) on completion of the Agreement, either (a) provide at no cost to HCDE or the purchasing CP member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to HCDE or the purchasing CP member.

JR Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of HCDE or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. *See* HCDE Policy CJ (Legal) and (Local).

JR Initials of Authorized Representative of Vendor

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 C.F.R. PART 200

The following provisions are required and apply when federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between HCDE or any CP member and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by HCDE or any CP member, HCDE/CP member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by HCDE or any CP member, HCDE/CP member reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4)) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or HCDE/CP . HCDE/CP member also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if HCDE/CP member believes, in its sole discretion that itis in the best interest of HCDE/CP member to do so. The vendor will be compensated for work performedand accepted and goods accepted by HCDE/CP member as of the termination date if the contract is terminated for convenience of HCDE/CP member. Any award under this procurement process is not exclusive and HCDE/CP member reserves the right to purchase goods and services from other vendors when it is in the best interest of HCDE/CP member.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by HCDE or CP member on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?
YES JP Initials of Authorized Representative of vendor

(D) 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 non-Federal 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 CFR Part 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 CFR Part 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 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by HCDE or any CP member, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to HCDE/CP if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE/CP may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE/CP knows the certification is erroneous.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by HCDE or any CP member, the vendor certifies that during the term and after the awarded term of an award for all contracts by HCDE/CP member resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by HCDE or any CP member, HCDE/CP members and their 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended HCDE or any CP member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by HCDE or any CP member, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215

When federal funds are expended by HCDE or any CP member for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, HCDE or CP member will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor

certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. HCDE or CP member has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216

HCDE or CP member, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement

process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of HCDE (and most CP members) not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322

As appropriate and to the extent consistent with law, HCDE or CP member has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Vendor agrees that HCDE, CP member(s), Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES JP Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES LP Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES LP Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: LANDON PARNELL TRIDENT BEVERAGE
Address, City, State, and Zip Code:
Phone Number: 832-451-5794 Fax Number: 1-800-359-5043
Printed Name and Title of Authorized Representative: LANDON PARNELL TERRITORY MANAGER
Email Address: LANDONPARNELL@JUICEALIVE.NET
Signature of Authorized Representative:
Date: 3-11-2022

HARRIS COUNTY DEPARTMENT OF EDUCATION
FELONY CONVICTION NOTICE FORM

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: LANDON PARNELL / TRIDENT BEVERAGE

Authorized Official's Name (Printed or Typed): LANDON PARNELL

You must select one and sign below:

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☑ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: 3-11-22

HARRIS COUNTY DEPARTMENT OF EDUCATION

ANTITRUST CERTIFICATION STATEMENT

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: LANDON PARNELL / TRIDENT BEVERAGE

Address, City, State, and Zip Code: 16810 BARKER SPRINGS #216 HOUSTON, TX 77084

Signature: [signature]

Printed Name: LANDON PARNELL

Title: TERRITORY MANAGER Date Signed: 3-11-22

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
"Trident Beverage Inc." "Trident Holdings LLC" "Landon Parnell" "John Walker"	Active

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

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

Trident Beverage, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 797032

Requester's name and address (optional)

6 City, state, and ZIP code

ST. Louis, MO 63179-7000

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	0	–	5	8	4	2	7	7	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ *john Walker* | **Date** ▶ 5/14/2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

CP CHOICE PARTNERS
The Right Resources. Right Now.

February 9, 2022

Subject: Contract Renewal for 20/040TP Frozen and Chilled Beverages for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **July 31, 2022**. This contract has two (1) one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **August 1, 2022**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System at https://hcdeebid.ionwave.net/CurrentSourcingEvents.aspx by **March 21, 2022 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Laura Sprehe at 713-696-8213 or e-mail to Laura@choicepartners.org.

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus Amezcua
Jesus Amezcua (Jun 21, 2022 23:52 CDT)

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	TRIDENT BEVERAGE
Authorized Signature:	
Print Name:	LANDON PARNELL
Title:	TERRITORY MANAGER
Date:	3-11-22
Address:	16810 BARKER SPRINGS RD. #216
City, State, Zip Code:	HOUSTON, TX 77084
Phone:	832-451-5794
Email Address:	LANDON PARNELL@JUICEALIVE.NET

USDA Food and Nutrition Service
U.S. DEPARTMENT OF AGRICULTURE

A Guide to
Smart Snacks in School



Help make the healthy choice
the easy choice for kids at school

TEAM NUTRITION • USDA

May 2022

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Learn about Smart Snacks

Do you...

- ☐ Coordinate school fundraisers,
- ☐ Manage a school store or snack bar,
- ☐ Sell food or beverages during the school day on campus, or
- ☐ Manage school vending machines?

If you checked any of the boxes above, then the foods and beverages you're selling need to meet the Smart Snacks Standards. You play an important role in helping kids get the nutrition they need to grow and learn. Use this guide to learn how.

If you didn't check a box and still want to learn more about encouraging kids to choose Smart Snacks, visit **TeamNutrition.USDA.gov**.



Why are Smart Snacks important?

1. Almost a quarter of kids' daily calories may come from snacks.

2. Kids who have healthy eating patterns are more likely to perform better academically.

3. Kids consume more healthy foods and beverages during the school day. When Smart Snacks are available, the healthy choice is the easy choice.

4. Smart Snacks Standards are a Federal requirement for all foods sold outside the National School Lunch Program and School Breakfast Program.



Which foods and beverages sold at school need to meet the Smart Snacks Standards?

1. Any food and beverage sold to students at schools during the school day,* other than those foods provided as part of the school meal programs.

2. Examples include à la carte items sold in the cafeteria and foods sold in school stores, snack bars, and vending machines.

3. Foods and beverages sold during fundraisers, unless these items are not intended for consumption at school or are otherwise exempt by your State agency.

* The school day is defined as the midnight before to 30 minutes after the end of the school day.



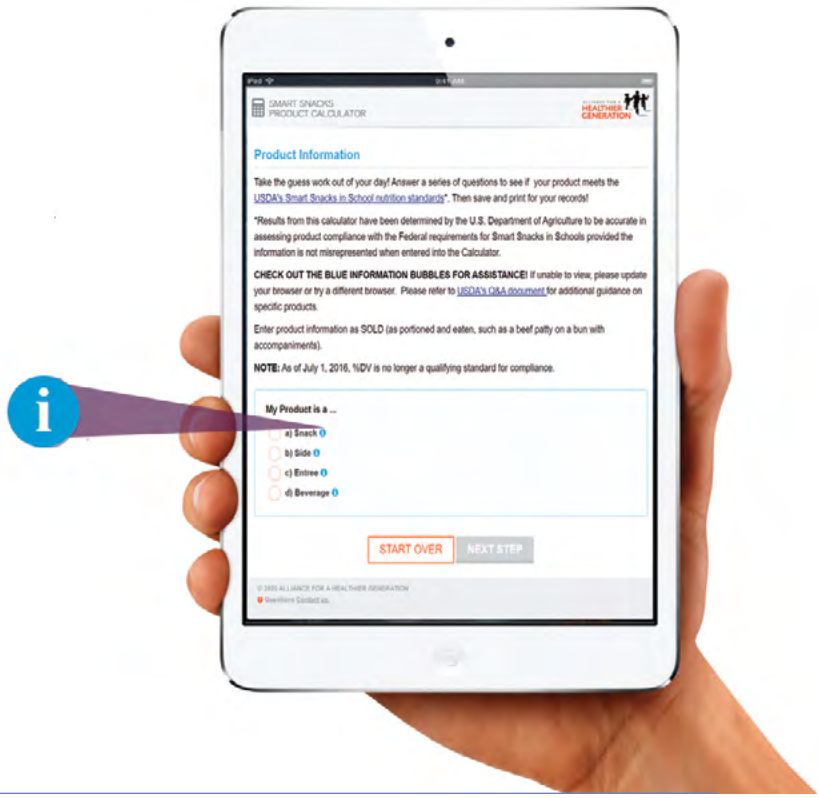
The Smart Snacks Standards apply only to locations on the school campus that are accessible to students. So, this does not include places like the teachers' lounge, although you may choose to vend healthy snacks there, too.

How can I tell if my snack meets the Smart Snacks Standards?

1 Enter information from the food or beverage's Nutrition Facts panel and ingredients list into the Alliance for a Healthier Generation's Smart Snacks Product Calculator (**https://www.healthiergeneration.org/app/resources/81**). For multi-unit packages, you must enter the servings per container as one (1) and the nutrition information for one (1) unit. Do not enter the servings per container for the entire bulk box or case.

2 If your snack doesn't have a nutrition label because it is made from scratch, then you may need to calculate the nutrition information. Your school nutrition program may already use a nutrient analysis software approved by the United States Department of Agriculture (USDA; **https://www.fns.usda.gov/tn/usda-approved-nutrient-analysis-software**) that can be used to evaluate recipes.

Look for the blue information icons in the Smart Snacks Product Calculator! These helpful bubbles include additional information and regulatory guidance so you can enter product information correctly and get an accurate result.



Does USDA have a list of approved foods and beverages?

1. USDA does not approve individual foods or beverages. Even if a food says "Smart Snacks approved," you should still evaluate the Nutrition Facts panel and ingredients list.

2. If you still have questions about a food or beverage, contact your State agency that administers the National School Lunch Program (**https://www.fns.usda.gov/contacts**).



Fruits, vegetables, and water with no added ingredients are always Smart Snacks!

Finding information on the Nutrition Facts panel and ingredients list

Enter the highlighted information into the Smart Snacks Product Calculator (**https://www.healthiergeneration.org/app/resources/81**) to see if your snack meets the standards.

Nutrition Facts

1 serving per container

Serving size **2 cups (30g)**

Amount per serving

Calories **140**

	% Daily Value*
Total Fat 4g	**5%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 0mg	**0%**
Sodium 170mg	**7%**
Total Carbohydrate 25g	**9%**
Dietary Fiber 2g	**7%**
Total Sugars 8g	
Includes 8g Added Sugars	**16%**
Protein 1g	
Vitamin D 0mcg	0%
Calcium 0mg	0%
Iron 0mg	0%
Potassium 0mg	0%

INGREDIENTS: Popcorn, sugar, canola oil, salt

First Ingredient



What are the Smart Snacks Standards for foods?

To qualify as a Smart Snack, a snack or entrée must first meet the general nutrition standards:

- Be a grain product that contains 50 percent or more whole grains by weight (have a whole grain as the first ingredient); or
- Have as the first ingredient a fruit, a vegetable, a dairy food, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable (for example, ¼ cup of raisins with enriched pretzels); and
- The food must meet the nutrient standards for calories, sodium, fats, and total sugars.

Nutrient	Snack	Entrée
Calories	200 calories or less	350 calories or less
Sodium	200 mg or less	480 mg or less
Total Fat	35% of calories or less	35% of calories or less
Saturated Fat	Less than 10% of calories	Less than 10% of calories
***Trans* Fat**	0 g	0 g
Total Sugars	35% by weight or less	35% by weight or less

Are there healthy exemptions to certain nutrient requirements?

The Smart Snacks Standards reflect practical and flexible solutions for healthy eating. A few foods or combinations of foods are exempt from certain nutrient standards. Refer to the table below for examples of these exemptions.

Food	Smart Snacks Standards Exemptions
Fresh and frozen fruits and vegetables, with no added ingredients except water	Exempt from all nutrient standards
Canned fruits packed in 100% juice or light syrup, with no added ingredients except water	
Canned vegetables (no salt added/low sodium), with no added fats	
Reduced-fat cheese (including part-skim mozzarella)	Exempt from the total fat and saturated fat standards, but must meet all other nutrient standards
Nuts, seeds, or nut/seed butters	
Apples with reduced-fat cheese*	
Celery with peanut butter (and unsweetened raisins)*	
Whole eggs with no added fat	
Seafood with no added fat (e.g., canned tuna packed in water)	Exempt from the total fat standard, but must meet all other nutrient standards
Dried fruits with no added sugars	Exempt from the sugar standards, but must meet all other nutrient standards
Dried cranberries, tart cherries, or blueberries, sweetened only for processing and/or palatability, with no added fats	
Trail mix of only dried fruits and nuts and/or seeds, with no added sugars or fats	Exempt from the total fat, saturated fat, and sugar standards, but must meet all other nutrient standards

*Paired exemptions are always required to meet the calorie and sodium limits for Smart Snacks.

What are the Smart Snacks Standards for beverages?

Water



Plain water, with or without carbonation.

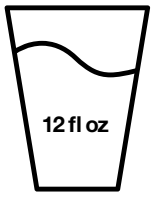
All Grades

Milk

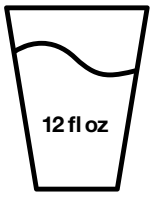
Unflavored or flavored fat-free milk, unflavored low-fat milk, and milk alternatives as permitted by the National School Lunch Program/School Breakfast Program. Starting on July 1, 2022 for school years 2022-2023 and 2023-2024, schools may also sell flavored low-fat milk as a Smart Snack.*



Elementary School



Middle School



High School

Juice

100% fruit or vegetable juice, with or without carbonation.



Elementary School



Middle School



High School

* In accordance with the Transitional Standards for Milk, Whole Grains, and Sodium Final Rule: **https://www.fns.usda.gov/cn/fr-020722**

What are the Smart Snacks Standards for beverages? (continued)

Diluted Juice

100% fruit or vegetable juice diluted with water, with or without carbonation, and with no added sweeteners.



Elementary School



Middle School



High School

Low- and No-Calorie Beverages (High School Only)

Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie-free, flavored water.



Low Calorie Maximums:*
40 calories/8 fl oz
60 calories/12 fl oz

*Equivalent to 5 calories per fluid ounce.



No Calorie Maximum:*
10 calories/20 fl oz

*Less than 5 calories per 8 fluid ounces.

Do you have questions about Smart Snacks Standards?

Contact your State agency that administers the National School Lunch Program (**https://www.fns.usda.gov/contacts**).

What is an entrée?

For purposes of Smart Snacks, an entrée is defined as the main course of a meal that has a combination of:

- meats/meat alternates + whole grain-rich food;
- vegetables + meats/meat alternates;
- fruits + meats/meat alternates;
- meats/meat alternates alone, except for meat snacks (e.g., beef jerky), yogurt, low-fat or reduced fat cheese, nuts, seeds, and nut or seed butters; and
- a grain only, whole grain-rich entrée that is served as the main dish of the School Breakfast Program reimbursable meal.

When school meal leftovers are sold à la carte

Sometimes, schools serve extra entrées from school meals as à la carte items (as individual items sold outside of the school meal). These entrées do not have to meet Smart Snacks Standards when they are sold as an à la carte item up to one day after being served at school lunch or breakfast. For example, if a bean burrito is served at school lunch on Wednesday, it may also be sold as a Smart Snacks on Wednesday through Thursday without needing to meet Smart Snacks Standards.

Some schools also serve school meal side dishes as à la carte items. These side dishes must always meet Smart Snacks Standards.



Are condiments part of a Smart Snack?

When checking to see if your snack meets the standards, be sure to consider how it is packaged as well as how it is sold, including all accompaniments. For example, if butter is added to popcorn, or ranch dressing is offered along with veggies, be sure to count the nutrition information for these condiments when determining if your snack meets the standards.

How do the Smart Snacks Standards affect school fundraisers?

- Sales of foods and beverages that meet the Smart Snacks Standards and sales of nonfood items (e.g., wrapping paper and apparel) are not limited under the Federal policy.
- Fundraising activities that occur during nonschool hours, on weekends, or at off-campus events are not limited under the Federal policy.
- Fundraisers selling foods that are intended to be consumed outside the school day are not limited under the Federal policy.
- Some State agencies allow a certain number of in-school fundraisers to be exempt from the Smart Snacks Standards. Contact your State agency for more information.



What if my school district wants to have stricter standards?

These Federal Standards are the minimum requirements. State agencies and/or local school districts can establish stricter standards, if desired. Consult your school's Local School Wellness Policy for more information.

What are some other resources?

Team Nutrition

https://teamnutrition.usda.gov

Access free nutrition education resources like this Guide to Smart Snacks in School handout.

Fueling My Healthy Life

https://www.fns.usda.gov/tn/fueling-my-healthy-life

Learn more about added sugars and sodium with these interactive materials for 7th and 8th grade.

Discover *MyPlate*: Snack Time!

https://www.fns.usda.gov/tn/discover-myplate-parent-handouts

Get ideas about choosing snack foods and beverages with less saturated fat, added sugars, and sodium with this handout for parents of young children.

?

How do I learn more about Smart Snacks Standards?

Find National School Lunch Program policy memorandum at **https://www.fns.usda.gov/nslp.**

U.S. Department of Agriculture
Food and Nutrition Service

Slightly Revised May 2022

FNS-623

USDA is an equal opportunity provider, employer, and lender.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: **Food Services**

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4110E	7600	5700	9002	00100	00000

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 8,535,000	$ 0	$ 5,794,979	$ 2,740,021	$ 120,000	$ 2,620,021

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: X
New for Current Year: ○

Prior Year Approved Budget: $ 7,420,000
Prior Year Actual Spent: $ 7,099,548

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 24. 23-1191 2/14/2023

Title and Board Action Requested

Approve piggybacking OMNIA Partners-region 4 Education Service Center (ESC) RFP No. 22-07, Contract No. 220701, Facility Technology Integration and Security System Services, for products and services related to technology integration and security systems awarded to ADT Commercial, LLC and authorize the purchase for estimated annual amount of $974,702.00 using Half-Cent Funds.

Executive Summary

The Fire Official/Plans Examiner, on behalf of the Superintendent of Schools, hereby requests the Board approve piggybacking OMNIA Partners-region 4 Education Service Center (ESC) RFP No. 22-07, Contract No. 220701, Facility Technology Integration and Security System Services, for products and services related to technology integration and security systems awarded to ADT Commercial, LLC and authorize the purchase for estimated annual amount of for $974,702.00.

Anticipated projects will be funded from already approved budgets.

HCSB Bid No. 23-990-30 PB has been assigned for internal tracking purposes.

My Contact

William L Hall
Fire Official/Plans Examiner
hall_b@hcsb.k12.fl.us
352-797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $974,702.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2022**

Bid No. 23-990-30 PB

Bid Title: Facility Technology Integration & Security System Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 03/31/2025 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
	2		1	

Rationale/Reason: Piggyback OMNIA Partners – Region 4 Education Service Center (ESC) RFP #22-07, Contract #R220701 Facility Technology Integration & Security System Services, awarded to ADT Commercial, LLC. HCSB Bid #23-990-30 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☐ **N/A – Bids Not Required:**

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

Recommended award: ADT Commercial, LLC. Pricing offered based on OMNIA Partners, Contract #R220701.

T/C CODE: 2330

ADT Commercial



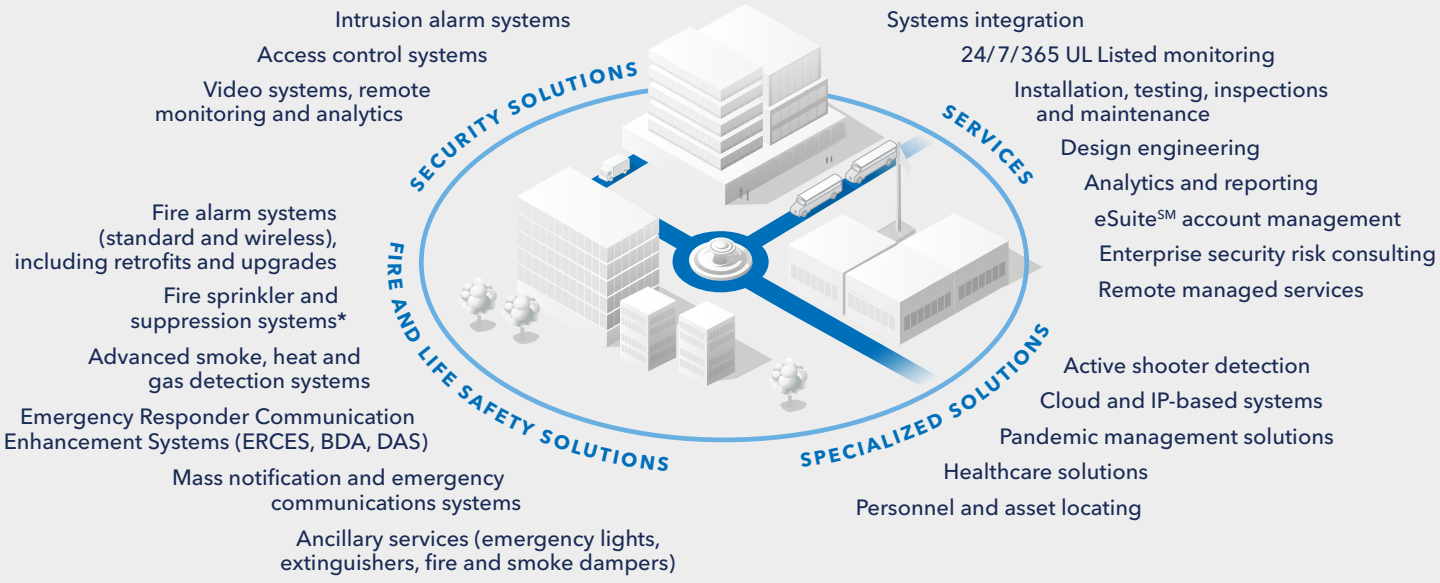
COMMODITY/SERVICE

Facility Technology Integration and Security System Service Pricing



OMNIA Partners, Public Sector Contract #R220701

You can rely on us to be your One Ideal Partner for integrated security, fire and life safety solutions that help your agency streamline purchasing in fewer steps, reduce costs, and protect your people, facilities and assets.



In select markets

NOTE: ADT Commercial is offering a discount off list price. Project-based discounts will be considered on a case-by-case basis and will be at the discretion of ADT Commercial local sales leaders. Additional discounts may be dependent on the project scope, volume and whether services are being attached to a project(s) in which ADT Commercial is extending 14% discount off list to members.

Manufacturers

Altronix
Amag
Assa-Abloy
Avigilon
Axis
BCD Video
Bosch
Brivo
Code Blue
Continental
DMP
Dorma Kaba
DSC
EST (Edwards)
Exacq Vision
Fire-Lite
Flir
Gamewell-FCI
Genetec
Hanwah
Honeywell
Indigovision
Kantech
Kings III
Lenel
Milestone
Napco
Notifier
Onssi
Open Options
Panasonic IPro
Potter
RS2 Technologies
S2
Salient
Schlage-Allegion
Seneca
Shooter Detection Systems
Silent Knight
Telecor
Verint

List included is a sample of active manufacturers available. OMNIA Partners members have access to the ADT Commercial full list of manufacturers.

Installation and service labor

- CAD/Design
- Engineering
- Enterprise Security Risk Consulting
- Installation
- Installation (Sprinkler)
- Programming
- Project Management
- Service

- Standard service request hours are 8am-5pm and require a two-hour minimum charge
- After hours and holiday requests require a three-hour minimum charge

Monitoring services

Monitoring service rates can be added to projects that have monitoring/service requirements.

Monitoring

- Fire Rated/Sprinklers
- PERS
- Intrusion Alarms
- Elevator Monitoring
- Emergency Call Box
- UL Certification (Fire)
- UL Certification (Intrusion)
- Industrial Process/Critical Condition
- Daily and Double Daily Timer Test (Non-Fire)
- CO Detection
- Smoke Detector Monitoring
- Duress, Panic and Holdup Alarm
- Video Verification
- Video Monitoring, Escort and Guard Tours

Reporting

- eSuite℠ Premier

Signaling

- Back-up Cellular Radio (Fire)
- Back-up Cellular Radio (Intrusion)
- Elevator Radio

Smart Choice Service Plan

ADT Commercial offers extended service plans for the list below.

- Fire Alarm
- Intrusion
- Video
- Access Control

Leasing and rentals

ADT Commercial can provide leasing and rental pricing information upon request.

ADT Commercial

Additional pricing notes

Manufacturer Notes

ADT Commercial may update catalog pricing depending on fluctuation in the market conditions. ADT Commercial will follow appropriate methods for submitting changes and reserves the right to increase pricing 3-5% annually over the course of the contract.

Manufacturers: Some manufacturers listed can only be sold in approved territories. Call for verification prior to ordering.

Labor: ADT Commercial may increase labor rates annually 2-3% based on escalation.

Sub Labor: ADT Commercial may use subcontractors. Subcontractor rate will not exceed more than a 30% margin.

Prevailing Wage: ADT Commercial follows local government requirements for prevailing wage when wages listed in the catalog do not capture the difference in rates. Additional rates will not exceed more than a 30% margin.

Union Labor: ADT Commercial has union requirements in certain markets when wages listed in the catalog do not capture the difference in rates. Additional rates will not exceed more than a 30% margin.

Install Warranty: One-year Parts and Labor warranty available.

Service Warranty: 90-days Parts and Labor warranty available.

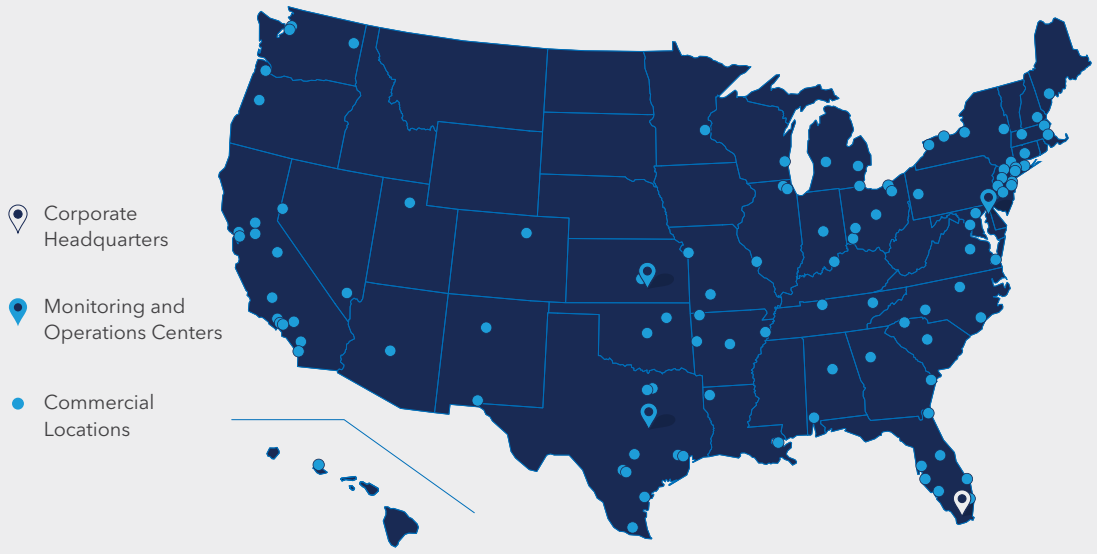
Shipping: ADT Commercial will not charge the customer for shipping when products are collected from ADT Commercial's local offices.

Open Market Items: Additional products and services may be required to provide customers a complete integrated solution, as such some product manufacturers may not show up on included manufacturer list. Open market items will be charged at 39% from ADT Commercial's cost.

Orders: ADT Commercial can accept customer purchaser orders so long as it references use of the appropriate contract.

Monitoring and Services: ADT Commercial will require the customer to sign a separate monitoring addendum or negotiate separate monitoring terms in order to monitor fire, security and cloud services through our central station monitoring centers.

The National Strength You Want. The Local Knowledge You Need.



300,000+
Customer locations

5,000+
Commercial employees

150+
Commercial locations

3
Monitoring and operations centers

ADT Commercial

Warranty

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT COMMERCIAL LLC ("ADT") EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

General Warranty

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

Limited Warranties

Equipment. The Equipment installed under this Agreement is warranted against defects in material or workmanship for a period of one (1) year from installation. Defective Equipment will be repaired or replaced at ADT's option with new or refurbished Equipment, with such repair or replacement being the sole and exclusive remedy for breach of this limited Equipment warranty. Customer may, at ADT's election, be provided the option of purchasing an extended warranty.

Installations. ADT warrants that for a period of one (1) Year beginning at Substantial Completion (excluding software defects), the installation will be free from defects in workmanship. In the event that the Installation fail to comply with the foregoing standard within the limited warranty period, ADT will re-perform the non-complying installation services at no additional charge, with such re-performance being the sole and exclusive remedy for breach of this limited Installation warranty. As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

Services. For any services provided hereunder, and excluding inspection services, ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any Services fail to comply with the foregoing standard within ninety (90) days from the date of Substantial Completion of the Services, ADT will re-perform the non-complying services at no additional charge, with such re-performance being the sole and exclusive remedy for breach of this limited Services warranty. **Select non-covered Services may be purchased by you at then-current rates and terms, to be performed during our standard hours of operation**.

Software Installation. ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth below, if Customer has subscribed to ADT's Extended Service Plan, then in lieu of the limited warranties set forth above, ADT will at its cost repair the Equipment it installs for the duration of the term of such Extended Service Plan. Customer's participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at ADT's then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If Customer subscribes to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. When applicable, each Exhibit, Rider, Purchase Order, Work Order, or any other statement of services and/or equipment, shall specify covered maintenance Services at a specific Premises, for specified Equipment. For covered maintenance Service, ADT will, upon Customer's request for performance of such service, provide ordinary maintenance, repair, or replacement of such Covered Equipment due to normal wear and tear. ADT shall bear the expense of such maintenance, repair, or replacement for the specified Extended Service Plan Charge. The expense of all extraordinary or uncovered maintenance, repair, or replacement due to Customer's alterations of the Premises, alterations of the Covered Equipment made at Customer's request, or made necessary due to Customer's changes to the Premises, damage to the Premises or to the Covered Equipment, any Limitation or Exclusion below, or due to any cause beyond ADT's control, shall be borne by Customer. Customer agrees to furnish any necessary electric current at its own expense with an outlet within a reasonable distance of the Equipment. Maintenance Service shall be performed between ADT's regular local working hours, Monday through Friday, except holidays, unless mutually agreed in advance by the Parties. ADT may discontinue providing Maintenance Service on any Covered Equipment if ADT cannot obtain an adequate supply of replacement Equipment, component parts and/or associated supplies on a commercially reasonable basis. In such event, ADT will refund on a pro-rata basis any prepaid Maintenance Charge on the affected Equipment.

Exclusions

Express Limitations and Exclusions to Warranties, Extended Service Plan, and Service Obligations. ADT performs repair services only during its regular local working hours, Monday through Friday, excluding holidays. IF CUSTOMER REQUESTS ADT TO PERFORM REPAIR SERVICES OUTSIDE OF ITS REGULAR WORKING HOURS, THEN ADT MAY REQUIRE CUSTOMER TO PAY FOR ITS SERVICES AT ADT'S THEN-CURRENT RATES FOR LABOR AND PARTS. In addition, ADT shall have no obligation under its Limited Warranties or Extended Service Plan if it determines that any of the following conditions have caused the need for service, repair or replacement: (i) damage resulting from acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes, or any other cause beyond ADT's reasonable control; (ii) Customer personnel's failure to properly close or secure a door, window, or other point protected by a security device, or to properly follow operating instructions

provided by ADT at the time of installation or at a later date; (iii) malfunctions of or modifications to Customer's telecommunications service that render it incompatible with the Equipment or incapable of communicating with ADT's Central Station; (iv) Customer's failure to ensure ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under ADT's Extended Service Plan), or Customer permits anyone other than an ADT authorized representative to perform service on the Equipment; (v) physical alterations to Customer's Premises or to the Equipment, or made necessary by damage to Customer's Premises or the Equipment; (vi) adjustments necessitated subsequent to completion of installation by ADT and acceptance by Customer, due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials, or changes to lighting conditions in the area viewed by the camera(s); (vii) Issues related to interruption of commercial power, to Customer's telecommunications service, or to use of such service provided by Customer or other third-party; (viii) battery failure; (ix) devices designed to fail in protecting the Equipment, such as, but not limited to, fuses, surge suppressors, and circuit breakers; (x) Equipment changes requested by Customer; (xi) consumable items such as batteries, printer print heads, or access cards; (xii) Technician services for troubleshooting, removing, or replacing any failed component not covered by this warranty or the Extended Service Plan, if applicable, which may include upgrading or otherwise modifying and fixing Customer-provided computer equipment; (xiii) Software defects; or (xiv) normal wear and tear. ADT'S Equipment warranty applies only to Equipment installed by ADT, unless specifically designated as being covered by the Extended Service Plan, if applicable. Customer must furnish the necessary electrical power at its expense to obtain warranty services. Charges for non-covered repairs will be at ADT's then-current labor and material rates, including a minimum visit or trip charge.

THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDIES ARE SPECIFIED ABOVE.

No Warranty

Software Upgrades. Purchases of software upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, the liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price for the relevant Software set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades from the manufacturer. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal.

Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, the liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price for the relevant Software set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Monitoring Services terms and conditions for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see service provider's terms and conditions for additional information.

Electronic Article Surveillance (EAS) and Security Gates.

a. Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.

b. ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the applicable warranty period, but not for floor covering, carpet or tile restoration or replacement.

c. For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

For more information, please contact:
LocalGovernmentSolutions@adt.com

ADT Commercial

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AGENDA 23-1192
Facility Tech Integration & Security Sys Svcs

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Half-Cent Fund

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3983E	7400	6800	9009	M2050	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 974,702.00	$ 0.00	$ 0.00	$ 974,702.00	$ 974,702.00	$ 0.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ☒

Prior Year Approved Budget: $ 0.00
Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 25. 23-1197 2/14/2023

Title and Board Action Requested

Approve the 2022-2025 Dual Enrollment (DE) Articulation Agreement Between Embry-Riddle Aeronautical University (ERAU) and the Hernando County School Board and Issuance of Purchase Orders for an Estimated Annual Amount of $4,489.00

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the 2022-2025 DE Articulation Agreement with ERAU. Florida Statute 1007.21 mandates school districts and local public postsecondary institutions to enter into agreement for the purpose of establishing guidelines for implementing the program for eligible students. The agreement will provide a seamless transition into postsecondary education credits. The purchases of Basic Education Dues & Fees and Instructional Materials will be made on an as needed basis for an estimated annual spending of $4,489.00.

This three-year agreement will cost $4,489.00 annually.

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 474
lastra_b@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $4,489.00, see attached budget sheet. The cost for the previous fiscal year was $3,299.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Agreement between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University and
Hernando County School District
Academic Year 2022-2025

THIS AGREEMENT made and entered into and effective on the date of final execution (herein the "Effective Date") and between The School DISTRICT of Hernando County, a school DISTRICT within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **ERAU**), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget and Additional Terms and Conditions attached hereto and identified as Attachments A and B, respectively.

ERAU and the DISTRICT shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the Parties desire to contract with one another to provide for the addition or continuation of Embry Riddle – Gaetz Aerospace Institute (hereinafter referred to as **GAI**).

NOW THEREFORE, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:

ARTICLE 1.0 SCOPE OF SERVICES

1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget, Additional Terms and Conditions and Programmatic Information for School Based Administrators as described in Attachments A, B and C respectively as incorporated herein by reference. Appendix A outlines the schools participating in the program along with the courses being offered.

1.2 The Parties' designated representatives shall have the right, by written instruction, to request changes in or additions to the Statement of Work and Budget through a written instrument authorized and executed with the same formality as this Agreement.

1.3 The following schools have been identified as locations providing concurrent/dual enrollment, course work to support career pathways and aerospace STEM outreach.

SCHOOL:	**CENTRAL HIGH SCHOOL**
PRINCIPAL CONTACT:	**KELLY SLUSSER**
GUIDANCE COUNSELOR (NAME AND EMAIL) IN CHARGE OF SCHEDULING STUDENTS:	
CTE CONTACT:	**NICOLE BLAIR**

POINT OF CONTACT FOR CONTRACT:	**NICOLE BLAIR, 352-797-7000 EXT 292** **BETH LASTRA, 352-797-7000 EXT 474**

ARTICLE 2.0 TOTAL AMOUNT ALLOTTED

The Parties will negotiate the total amount allotted to ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Attachment A and incorporated herein by this reference.

ARTICLE 3.0 INVOICING

ERAU shall submit invoices to the DISTRICT, and the DISTRICT shall pay ERAU for its performance of the services in accordance with the terms set forth in Attachments A and B.

Invoices shall be submitted to:

Name & Title: Beth Lastra
DISTRICT: Hernando County School District
Add 1: 919 N. Broad St.
Add 2: Brooksville, FL 34601
Phone: (352) 797-7000
Email: Lastra_b@hcsb.k12.fl.us

Payment shall be remitted to:

Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical University
1 Aerospace Blvd
Daytona Beach, FL 32114-3900
386-226-6212
dbgcars@erau.edu

ARTICLE 4.0 PAYMENT

4.1 The DISTRICT will make payment for the academic year in accordance with Attachment A and any addenda to this Agreement entered into by both Parties.

4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution	100% of total amount due for ASY
Upon Receipt of Certification of CAPE Dollars Applicable	5% CAPE Certification due for ASY pursuant to Article 20.0 hereafter

ARTICLE 5.0 TERM AND TERMINATION

5.1 This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2025 unless terminated earlier as provided in this Agreement or extended by the Parties in writing.

5.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) working days prior notice.

5.3 A material breach shall include, but not be limited to, the following:

5.3.1 A Party becomes bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed to its business, or voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization of the other Party are instituted.

5.3.2 Loss of funding.

ARTICLE 6.0 CONFIDENTIAL INFORMATION

6.1 The Parties agree that during the course of this Agreement, the Parties may disclose to each other certain Confidential Information. Confidential Information would include cost and budget information, courseware, insights into future plans by either Party, or other information that would expand the financial accountability of either Party beyond that required by the law and its internal procedures, or that would reveal that information to the public media, competitors, and/or other school DISTRICTs negotiating similar programs with ERAU. Subject to and only to the extent permitted by Chapter 119, Florida Statutes, any Party receiving Confidential Information shall hold such information in strictest confidence, shall not transfer by any means the said information to any third Parties without prior written consent of the disclosing Party, and shall not use or reproduce the said information for any purpose other than as reasonably required for the performance of the Agreement.

6.2 Subject to and only to the extent permitted by Chapter 119, Florida Statutes, each Party hereto shall at all times take all reasonable precautions which are necessary, useful, or desirable in order to prevent the disclosure or unauthorized use of Confidential Information of the other Party, and shall allow access to and disclosure of such information only to those of its employees as is specifically required for the purpose for which it is provided, and shall take responsible steps to ensure that all such employees are made aware of and comply with the receiving Party's obligations hereunder.

6.3 The foregoing obligations of confidentiality, use, and non-disclosure shall not apply to any information provided by the disclosing Party to the extent that the receiving Party can prove that:

6.3.1 Such information has been developed independently by one Party and was lawfully in its possession prior to the receipt thereof,

6.3.2 Such information lawfully is or became public knowledge through no breach of this Agreement by the receiving Party;

6.3.3 Such information is lawfully provided to the receiving Party without restriction by a third Party; or

6.3.4 Such information is required to be disclosed by law.

6.4 The parties recognize that DISTRICT is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Terms of this Agreement. To the extent ERAU provides DISTRICT any information

which it believes is confidential or exempt, ERAU shall notify DISTRICT of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that ERAU maintains information, which is subject to public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Pursuant to the terms of this Agreement, ERAU may receive from the DISTRICT records that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ERAU acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the DISTRICT. ERAU shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the DISTRICT in writing. Upon termination of the Agreement, ERAU shall, at the election of the DISTRICT, either destroy or return to the DISTRICT, all such information in its possession, if any, and confirm the same in writing to the DISTRICT. Notwithstanding any provision to the contrary contained in this Agreement, ERAU shall indemnify and hold the DISTRICT and its officers and employees harmless for any violation of this covenant, including but not limited to defending the DISTRICT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the DISTRICT, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the DISTRICT arising out of the breach of this covenant by ERAU. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ERAU until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

ARTICLE 7.0 LIMITATION OF LIABILITY

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that DISTRICT's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including derelict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever. Nothing in this Agreement shall waive the sovereign immunity of the DISTRICT except to the extent waived in Section 768.28, Florida Statutes.

ARTICLE 8.0 NOTICES

8.1 No notice or communication pertaining to this Agreement, except as provided in Paragraph 3 herein, shall be deemed to have been duly given by the Parties, unless addressed as follows or to such other address, individual or telecopy

number as may be designated by notice given by a Party to the other Party from time to time:

ERAU: Nanette Guzman
Director – Office of Sponsored Research Administration
1 Aerospace Boulevard
Daytona Beach, Florida 32114-3900
guzmann2@ERAU.edu
Phone: (386) 226-7695
Fax: (386) 226-4901

DISTRICT: Hernando County

Name & Title: Beth Lastra
Supervisor of College and Career Programs
Add. 1: 919 N. Broad St.
Add. 2: Brooksville, FL 34601
Email: Lastra_b@hcsb.k12.fl.us
Phone: (352) 797-7000

8.2 Any such notice, request, requirement, approval, permission, consent or other communication in connection with this Agreement shall be given in writing and, if delivered by hand shall have been so delivered, or by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been received, or if faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

ARTICLE 9.0 RELATIONSHIP OF THE PARTIES

The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the DISTRICT and ERAU, nor shall it be construed as creating any relationship with the other Party's employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of or on behalf of the other Party or bind the other Party in any manner whatsoever.

ARTICLE 10.0 COMPLIANCE WITH LAWS

10.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.

10.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

ARTICLE 11.0 STANDARDS OF CONDUCT

The Parties recognize that the standards of deportment and conduct for faculty and students in the GAI must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the DISTRICT. The Parties further agree that the more stringent of the standards of deportment and conduct established for GAI in general and in the ERAU Student Honor Code available at https://daytonabeach.erau.edu/campus-life/dean-of-students/honor will govern behaviors in the GAI.

ARTICLE 12.0 DISPUTE RESOLUTION

12.1 The Parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction and venue of the United States of America, State of Florida, without regard to otherwise applicable choice of law provisions.

12.2 In case of dispute that cannot be resolved by mutual agreement, the Parties agree to good faith efforts to resolve any disputes between them by means of mediation using a mutually agreed mediator. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate injunctive relief in Florida courts to prevent an imminent, irreparable harm.

ARTICLE 13.0 INDEMNIFICATION

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the Parties to this Agreement hereby agrees to indemnify and hold the other Party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying Party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified Party. In no event shall either Party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral or similar damages, each of which is hereby excluded by agreement of the Parties regardless of whether or not such Party has been advised of the possibility of such damages.

FAA ground courses may be offered but no actual flight activities or flight training in an aircraft are part of the ERAU Concurrent Enrollment program and any local third-party business or individual offering flight training is doing so without any connection or relationship to ERAU.

ARTICLE 14.0 FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence). Except as expressly provided otherwise in Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

ARTICLE 15.0 CONFIDENTIALITY OF AGREEMENT/PUBLICITY

Subject to and only to the extent permitted by Chapter 119, Florida Statutes, the Parties shall secure each other's prior written approval before any information relating to this Agreement is released to anyone other than employees of any of the Parties requiring the information for the performance of their duties with respect to the matters contemplated in this Agreement, and which have agreed to be bound by confidentiality undertakings.

ARTICLE 16.0 ASSIGNMENT

The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.

ARTICLE 17.0 COMPLETE AGREEMENT

17.1 This Agreement supersedes all previous agreements between the Parties related to the subject matter hereof and represents the entire understanding between the DISTRICT and ERAU in relation to the subject matter dealt with herein.

17.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

ARTICLE 18.0 INSURANCE

District certifies that it is self-insured pursuant to the provisions of §768.28, Florida

Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that ERAU receives immediate notification of reduction in or cancellation of coverage.

ERAU agrees to maintain insurance coverage.

ARTICLE 19.0 FLORIDA STATUTE 1011.62 (1)(O)

An amendment to s. 1011.62(1)(o), F.S., added provisions to allow for funding of CAPE Industry Certifications and CAPE Acceleration Industry Certifications earned through dual enrollment. CAPE industry certifications earned through dual enrollment must be reported and funded pursuant to s. 1011.80, F.S. However, if a student earns a certification through a dual enrollment course and the certification is not a fundable certification on the postsecondary certification funding list, or the dual enrollment certification is earned as a result of an agreement between a school district and a nonpublic postsecondary institution, such as this, the bonus value shall be funded in the same manner as other nondual enrollment course industry certifications. In such cases, the school district may provide for an agreement between the high school and the technical center, or the school district and the postsecondary institution may enter into an agreement for equitable distribution of the bonus funds.

Several ERAU courses have Industry Certification preparation embedded in their course work.

For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at 5% to ERAU for this annual agreement. Each year's percentage will be dictated based on the availability of state grant dollars. Districts are encouraged to utilize Industry Certifications as a means for future sustainability.
Districts are required to register courses associated with CAPE certifications with the department of education for CAPE funding.
All costs associated with CAPE Certifications (course materials, testing fees and equipment) are covered within this agreement by ERAU and subject to available funds.

Signature page to follow

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

For Embry-Riddle Aeronautical University

_____ _____

Nanette Guzman, DBA, CRA, Director, DATE
Office of Sponsored Research Administration

For The School Board of xxx County, Florida

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

_____ _____

Gus Guadagnino , School Board Chair DATE

_____ _____

John Straton, Superintendent DATE

Statement of Work and Budget to follow

Attachment A

Statement of Work and Budget

Total Sections

2022 Fall Semester/Spring 2023

1)	Secondary Course Sections	0 Sections
2)	Dual Enrollment Course Sections	6 Sections
3)	MS Course Sections	0 Sections

TOTAL SECTIONS	**6 Sections**
Course Monitor Fees	$ 600
Faculty Costs	$ 0
Fringe Benefits	$ 50
Dual Enrollment Section Cost	$ 3,000
Secondary Course Section Cost	$ 0
MS Course Section Cost	$ 0
SUBTOTAL	$ 3,650
INDIRECT COSTS	$ 839
TOTAL PRICE	$ 4,489

Grant funds will cover the cost of all technical training, travel for professional development, equipment, supplies, textbooks, teacher stipends, program management, student industry certification exams and programs in UAS and Private Pilot Ground school, teacher industry certification exams and training programs in UAS and Private Pilot Ground School, professional industry conference registration; and other aviation opportunities for students and teachers as they may arise.

Payment

The DISTRICT will make payment for each academic school year in accordance with this schedule and any addenda to this contract entered into by both Parties. Payments will be due as follows:

Date of Final Execution	$4,489.00	(50% of total due)
Upon Receipt of Certification of CAPE Dollars Applicable		5% CAPE Certification due for ASY pursuant to Article 20.0 hereafter
Total Due	**$4,489.00**	

Attachment B

Additional Terms and Conditions

Purpose

Concurrent/dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by University personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their School Boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University (ERAU) to be approved and signed by GAI–ERAU. Digitally signed, electronic copies are sent to the school district personnel unless hard copies are requested.

The Agreement is expected to be completed prior to the start of the school year.

A. A ratification or modification of all existing agreements

Once the Agreement is signed by both Parties, the Agreement will be active for the upcoming academic year. This Agreement covers **concurrent/dual enrollment**, but also course work to support career pathways, outreach and teacher preparation. Legislative changes that occur after the final draft of this document which impact the upcoming academic year will take precedence.

B. A description of the process by which students and their parents are informed about opportunities for student participation in the concurrent/dual enrollment program

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on ERAU's Gaetz Aerospace Institute website. It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

1. References to students in this document mean any student enrolled in a GAI - ERAU course.

2. Registration in this document refers to the period of time between applying and enrolling in their dual enrollment courses each semester.

3. References to applying or applications means the process by which the student completes the online application, enters the information required, and submits the parent consent form. This process is completed upon entry to the program and is only required to be completed once.

4. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from concurrent/dual enrollment.

5. The secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.

6. GAI will post application deadlines and registration dates on its concurrent/dual enrollment website https://erau.edu/gaetz-aerospace-institute/students-instructors/important-dates.

7. GAI's Regional Managers, Faculty and staff will work with district and school officials on targeted concurrent/dual enrollment recruiting activities.

C. A delineation of courses and programs available to students eligible to participate in concurrent/dual enrollment, outreach and career pathway courses.

1. Courses to be provided by GAI under this Agreement will be mutually agreed upon by GAI and the School District and will avoid unnecessary duplication of existing courses.

2. Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student … in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree". A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

3. GAI will furnish each school with a copy of the current courses with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAI.

    - Dual enrollment: https://erau.edu/gaetz-aerospace-institute/programs/concurrent-dual-enrollment
    - High school credit courses: https://erau.edu/gaetz-aerospace-institute/programs/smarter-high-school

4. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by ERAU, the courses must be taken simultaneously.

5. GAI courses, both dual enrollment and SMART@ER courses, **have a cap of no more than 30 students per section (class period)**. Dual enrollment courses may not be combined with other courses. All students in the dual enrollment classroom must be enrolled with ERAU.

D. A description of the process by which students and their parents exercise options to participate in the concurrent/dual enrollment program

Students and the parent/guardian of students wishing to pursue participation in the GAI program must contact their secondary school guidance counselors to discuss admissions criteria and to obtain the necessary application information.

APPLICATION PROCESS

Step 1 – Complete Online Application – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must complete the online application. Special care should be taken to enter information correctly as this will create the official ERAU student account. Applications are typically processed within a few business days. The online application link can be found on the GAI website at https://erau.edu/gaetz-aerospace-institute/students-instructors.

Once the application is processed at ERAU, the student will receive an email with their Embry-Riddle Student ID number and email address. The student must log on to ERNIE to claim their account and set up their password. To access ERNIE, go to www.erau.edu and click on ERNIE at the top of the page.

Step 2 – Complete Consent Form – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must submit a Consent Form, complete with their ERAU student ID#, and both parent/guardian and guidance counselor signatures. The Consent Form must be

submitted to ERAU for the student to be eligible to enroll in courses.

Step 3 – Enrolling in Courses – ALL STUDENTS

Instructors will supply their students with the correct Course Code and Section Number for the class during the Registration period and instructions for enrolling. Students will self enroll in their courses online each semester by accessing their ERNIE accounts.

The school is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they may not be eligible to enroll.

1. **Registration** - GAI brochures will be provided to guidance counselors by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation. The registration process is also housed on the GAI website: https://erau.edu/gaetz-aerospace-institute/students-instructors.

   Instructors will supply their students with the correct course and section number during open registration and students will self-register online. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify ERAU's GAI office if they change schools or withdraw from secondary school.

2. **Withdrawal process** – dual enrollment students must notify their teacher and guidance counselor to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to request a withdrawal. The guidance counselor will email ERAU at bosmat@erau.edu of the effective date of the student's schedule change. Requests must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the ERAU-GAI program.

   Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

   In addition, a student will be sanctioned accordingly if found to violate any

of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. https://erau.edu/gaetz-aerospace-institute/students-instructors/academic-integrity-student-handbook

Each course taken through concurrent/dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

3. **Grade Distribution** - All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Final grades between the university course and high school course must match.

E. A list of any additional initial student eligibility requirements for participation in the concurrent/dual enrollment program

1. An overall GPA of 2.5 on an unweighted 4.0 scale is required for students to enroll in dual enrollment. Students must be in grades 10-12 to enroll in dual enrollment courses. Continued eligibility for college credit dual enrollment (concurrent/dual enrollment) requires the maintenance of a 2.0 unweighted secondary school GPA and the minimum GPA required by the college. S. 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree. Broad exceptions are not allowed. Any exception to these requirements must be approved in advance by ERAU and the secondary school Administration.

2. The secondary schools shall identify those students qualified and interested in participation of concurrent/dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in concurrent/dual enrollment.

3. Parent/Guardian signature is required on the consent form.

4. Concurrent/dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a student does not successfully complete their

course(s) it could affect future financial aid eligibility.

5. The district and participating school are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. Efforts are made to align the GAI academic calendar as closely as possible with the high school's but discrepancies may occur with course dates, testing and grading deadlines. It is the student and school's responsibility to notify the GAI office if they change schools or withdraw from a secondary school.

6. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.

7. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.

8. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations.

9. Students must be labeled as at least a sophomore in secondary school for consideration for concurrent/dual enrollment courses. Students are no longer eligible for concurrent/dual enrollment once they successfully complete 4 years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.

10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through concurrent/dual enrollment. This means that secondary school seniors may NOT take a Summer A course as concurrent/dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

F. A delineation of the secondary school credit earned for the passage of each concurrent/dual enrollment course

1. The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of concurrent/dual enrollment

classes. The district and school administration are responsible for registering their career themed courses with the Department of Education if the dual enrollment course is tied to an Industry Certification approved under CAPE.

G. A recommended procedure for informing students and their parents of college-level course expectations

1. GAI will supply secondary school guidance counselors with concurrent/dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.

2. Instructors will remind students that concurrent/dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-concurrent/dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.

3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, guidance counselors should inform parents that concurrent/dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

H. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis

There will be no exception made to the required grade point averages for academic or career concurrent/dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for concurrent/dual enrollment courses as determined by the postsecondary institution.

2. Concurrent/dual enrollment students will follow the college's procedures for drop, withdrawal and petition policies.

3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar. However, course registration, withdrawal and final grade submission dates will be held to the ERAU-GAI academic calendar.

I. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution

ERAU employees serving as concurrent/dual enrollment faculty in the GAI

approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by GAI where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

J. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members

1. The School Board shall annually assess the demand for concurrent/dual enrollment and provide that information to GAI for assistance in planning classes in the ERAU scheduling system.

2. GAI shall be responsible for ensuring that the quality of instruction provided to concurrent/dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to concurrent/dual enrollment courses taught on secondary school campuses:
   a. Concurrent/dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.

   b. Concurrent/dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.

   c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.

   d. Textbooks and instructional materials used in concurrent/dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.

   e. For academic disciplines where a departmental exam is used, the final exam will be provided to the concurrent/dual enrollment faculty by ERAU prior to the scheduled administration dates.

3. The secondary school administration will recommend qualified secondary school teachers as instructors for concurrent/dual enrollment courses. To be qualified, faculty selected to teach concurrent/dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges

and Schools (SACS) Commission on Colleges' Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition (section 3.7.1).

4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach concurrent/dual enrollment courses on secondary school campuses.

5. GAI secondary school instructors who teach concurrent/dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these concurrent/dual enrollment instructors. Copies of Instructor performance evaluations will be maintained by the district and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation;

    a. scheduling the observation in advance;

    b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;

    c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU;

    d. and allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the district administrator.

6. Concurrent/dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course.

7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age and/or maturity.

8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-concurrent/dual enrollment sections of a course shall also be administered in all concurrent/dual enrollment sections of the course.

9. GAI shall analyze student performance in concurrent/dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-concurrent/dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.

10. IMPORTANT: If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

K. The responsibilities of the school district regarding the determination of student eligibility before participating in the concurrent/dual enrollment program and the monitoring of student performance while participating in the concurrent/dual enrollment program

1. Student screening for eligibility and participation is the responsibility of the secondary school principals according to district and state requirements.

2. The secondary school counselor shall identify those students qualified to participate in concurrent/dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify GAI's concurrent/dual enrollment officer when a student's eligibility status changes.

3. The secondary school counselor will work with students to include concurrent/dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.

4. GAI instructors will provide academic advising services to concurrent/dual enrollment students, monitor their progress and attendance in concurrent/dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term and upon completion of the college term.

5. Students and their parents will be informed of college-level course expectations.

6. Students attending concurrent/dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS

offices and ERAU Records office.

7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through concurrent/dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.

8. CODE OF STUDENT CONDUCT: Students taking concurrent/dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the concurrent/dual enrollment course, regardless of eligibility requirements for continued enrollment.

9. STUDENT RECORDS: The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

L. The responsibilities of GAI regarding the transmission of student grades in concurrent/dual enrollment courses to the school district.

1. Students with unsatisfactory progress reports should be counseled by the secondary school guidance counselor immediately upon receipt of grades from the instructor.

2. All students enrolled in concurrent/dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU.

3. If a concurrent/dual enrollment student earns an F grade in any course(s)

during one semester he/she will no longer be eligible to participate in concurrent/dual enrollment. A student who earns a D grade will be permitted to retake that one course if offered, course may only be repeated once.

M. Accountability

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2022-2025 school year.

It is the responsibility of the high school dual enrollment specialist to notify ERAU's GAI Regional Managers or Education Director of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, ERAU will decide what courses can be offered on the high school campus.

It is the responsibility of the school administrative contact and instructor to verify their attendance rosters. ERAU instructors must check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify ERAU's Student Services coordinator. Students not properly enrolled in ERAU dual enrollment courses will NOT receive college credit. Roster verification is the responsibility of the school administration.

N. E-Verify System

Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

a) Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.

b) If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by

the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

c) If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

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Attachment C
Programmatic Information for School Based Administrators

As a Gaetz Aerospace Institute (GAI) Dual Enrollment (DE) and SMART@ER course member school, the MOU between GAI and YOUR school district includes the following requirements:

1. **ACADEMIC CALENDAR:** Instructors and Students are held to the GAI academic calendar and deadlines, not those of the school district where grades and enrollment are concerned.

2. **AUDITING GAI DE COURSES:** Students are not allowed to audit GAI DE courses.

3. **CONCURRENT CLASSES:** GAI member schools are not permitted to co-mingle concurrent enrollment students this includes:
   a. Dual Enrollment (DE) and SMART@ER or regular FLDOE high school classes cannot be taught be a single teacher at the same time with students that share the same classroom.
   b. Where one of the classes concerned is a GAI SMART@ER class, multiple high school classes cannot be taught at the same time, by the same teacher, in the same classroom. This includes CTE classes.

4. **ENROLLMENT:**
   a. New dual enrollment students must complete the 1) Online Application, and 2) The Consent Form prior to published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**
   b. All DE students must enroll in their courses online each semester prior to the published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**

5. **ENROLLMENT MAXIMUM:** The maximum number of students in any GAI affiliated class is 30. Any class that numbers more than 30 students must either:
   a. Create an additional section to accommodate less than 30 students, or
   b. Decrease the number of students to 30 or less.

6. **ENROLLMENT MINIMUM:** The minimum number of students in any GAI affiliated class is:
   a. For schools that have 1,800 or more students, the minimum number of students is 15. If a school wishes to enroll less than 15 students, then they must send a waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.
   b. For schools that have less than 1,800 students, the minimum number of students is 10. If a school wishes to enroll less than 10 students, then they must send a

waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.

7. **GAI EQUIPMENT:** Within the MOU, "GAI Equipment" and "Equipment" within the GAI MOU with the school district does not include computers, computer hardware, and software.

8. **ORDER OF COURSES:** AS 120 (Principles of Aeronautics) and AS 121 (Private Pilot Ground school) must be taken in order.
    a. Member schools can enroll students to take AS 121 AFTER AS 120 has been completed if the student so wishes.
    b. Member schools CANNOT enroll students to take AS 120 after AS 121.

9. **SCHEDULE CHANGES:** Changes in course, adding/deleting course sections must have administrative approval and provided in writing to ERAU prior to course commencing.

10. **STUDENT CONDUCT AND BEHAVIOR:** A student will lose the opportunity to participate in a course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered. In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards.

11. **STUDENT ENTRY REQUIREMENTS:** Students must be in grades 10-12 for DE courses and have a minimum 2.5 unweighted GPA. Any exceptions must be requested in writing from the school administration stating just cause.

12. **STUDENT ACADEMIC PERFORMANCE:**
    a. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.
    b. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.
    c. GAI students who withdraw two times are no longer eligible to participate in the program.

13. **TESTING FEES:**
    a. For GAI courses that include a certification test as part of the prescribed syllabus, GAI will pay the initial testing fees for the GAI student only.

        i. Either GAI will prepay the testing fee to the vendor or they will reimburse the member school when invoiced (in one group invoice) for the testing fees that were outlaid by the school.
        ii. Individual/personal student expenses for testing will not be reimbursed by GAI.

iii. To be reimbursed, test receipts and testing scores from the testing entity must be submitted.

b. For GAI courses that do not include a certification test for which the school and Instructor wish to test a GAI student:

i. A written request must be sent to GAI ahead of the testing date and a written agreement to reimburse the test must be received from GAI in order for GAI to reimburse the school for any testing monies outlaid.
ii. Individual/personal student expenses for testing will not be reimbursed by GAI.
iii. To be reimbursed, test receipts and passing test scores from the testing entity must be submitted. Failing scores will not be reimbursed.

I have reviewed and understand all of the GAI MOU-related rules above and agree to adhere within them as a representative of my school.

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Appendix A AY 22-23

List of courses being taught in the Hernando County School District, Florida:

Fall 2022

Hernando - Central HS	AS	121a	Private Pilot Operations	Cruz, Christian
Hernando - Central HS	AS	120	Principles of Aeronautical Science	Cruz, Christian
Hernando - Central HS	AS	235	UAS Ops & XCountry Data Entry	Cruz, Christian

Spring 2023

Hernando - Central HS	AS	121b	Private Pilot Operations	Cruz, Christian
Hernando - Central HS	AS	220	Unmanned Aircraft Systems	Cruz, Christian
Hernando - Central HS	AS	222	UAS Security	Cruz, Christian

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Basic Education Dues and Fees Instructional Materials

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	5100	7300	9410	50400	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 4,489.00	$ 0.00	$ 0.00	$ 4,489.00	$ 4,489.00	$ 0.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 3,298.00
Prior Year Actual Spent: $ 3,298.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 26. 23-1199 2/14/2023

Title and Board Action Requested

Approve piggybacking Florida Buy Cooperative RFP #21-14, Contract #22-141, Custodial Supplies & Related Products, awarded to Pro-Link, Inc. and authorize the purchase for an estimated annual spending of $ 350,000.

Executive Summary

The Manager of Warehouse, Property Control, Printing and Records, on behalf of the Superintendent of Schools, hereby requests the Board approve piggybacking Florida Buy Cooperative, RFP #21-14, Contract #22-141, Custodial Supplies & Related Products, awarded to Pro-Link, Inc., and authorize the purchase of custodial/janitorial products for an estimated annual spending of $350,000.

This contract will allow the warehouse to stock much needed janitorial/custodial supplies for our schools/sites. Product availability and price increases have been a challenge this school year with our vendors on our previously awarded janitorial contract. This piggyback offers a percentage discount on the full line of products available through the Pro-Link catalog, allowing us to supplement our current contract and maintain stock in our warehouse for schools/sites. Lawton Brothers serves as the local distributor for Pro-Link, Inc. products.

HCSB Bid Number 23-485-28 PB has been assigned for internal tracking purposes.

My Contact

Genele Firlik
Manager of Warehouse, Property Control, Printing and Records
352-797-7061

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $ 350,000, see attached budget sheet. The cost for the previous fiscal year was $ 350,000.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 23-485-28 PB

Bid Title: Custodial Supplies & Related Products

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 09/30/2023 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
3		1	

Rationale/Reason: Piggyback Florida Buy Cooperative State Purchasing RFP #21-14, Contract #22-141: Custodial Supplies & Related Products, awarded to Pro-Link, Inc. with distribution through local dealer, Lawton Brothers. HCSB Bid #23-485-28 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Genele Firlik
Manager of Warehouse, Property Control, Printing, & Records

Department(s): School Distribution Center

Recommended award, description of items and prices: (See attached)

T/C CODE: 2328

Pro-Link, Inc.

Contact:
Chris Butler
chris.butler@prolinkhq.com

Local Pro-Link Dealer:
Lawton Brothers, Inc.
Larry Lawton
(407) 383-6869 – cell
(407) 291-2501 – office
lllawton@lawtonbros.com

Pricing Offered – 25% + Discount off Pro-Link Catalog and PAEC Product Schedule.
https://prolink.summitcat.com

Form C.2B - Non-Core Items Price Schedule

*Please note this workbook has multiple tabs.

Instructions. Please complete the table below for all non-core items that your company offers. This marketbasket will be used in the evaluation process when comparing pricing. 500+ rows have been provided, please add additional rows as necessary. Form C.2B has been formatted to print to one-page width. Please note this is a **required form**.

Responding Company's Name: Pro-Link, Inc.

REQUIRED FORM

Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	UOM	Catalog List Price	PAEC Category Discount	Net Price To PAEC End User	Comments
Chemicals Aerosols Page 5	Chewing Gum Remover | 12 oz. Can, Net Weight 6.5 oz.	Pro-Link, Inc.	CA002	CA002	12/cs.	$ 101.44	25%	$ 76.08	
Chemicals Aerosols Page 5	Stainless Steel Cleaners | Water-Based, 20 oz. Can, Net Weight 16 oz.	Pro-Link, Inc.	KA006	KA006	12/cs.	$ 113.60	25%	$ 85.20	
Chemicals Aerosols Page 5	Metal Cleaner & Tarnish Remover | 16 oz. Can, Net Weight 14 oz.	Pro-Link, Inc.	KA008	KA008	12/cs.	$ 137.13	25%	$ 102.85	
Chemicals Aerosols Page 5	Glass Cleaner | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	RA001	RA001	12/cs.	$ 71.22	25%	$ 53.42	
Chemicals Aerosols Page 5	Vandalism Remover II | 20 oz. Can, Net Weight 15 oz.	Pro-Link, Inc.	XA006G	XA006G	12/cs.	$ 129.91	25%	$ 97.43	
Chemicals Aerosols Page 5	Dry Air Fresheners/ Odor Neutralizers | Apple II, 20 oz. Can, Net Weight 10 oz.	Pro-Link, Inc.	YA002II	YA002II	12/cs.	$ 118.16	25%	$ 88.62	
Chemicals Aerosols Page 5	Dry Air Fresheners/ Odor Neutralizers | Island Fresh II, 20 oz. Can, Net Weight 10 oz	Pro-Link, Inc.	YA004II	YA004II	12/cs.	$ 118.16	25%	$ 88.62	
Chemicals Aerosols Page 5	All Purpose Cleaner | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	YA005	YA005	12/cs.	$ 92.35	25%	$ 69.26	
Chemicals Aerosols Page 5	Furniture Polishes | Furniture, 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	YA006	YA006	12/cs.	$ 105.46	25%	$ 79.09	
Chemicals Aerosols Page 5	Stainless Steel Cleaners | Oil-Based, 20 oz. Can, Net Weight 15 oz.	Pro-Link, Inc.	YA007	YA007	12/cs.	$ 129.13	25%	$ 96.85	
Chemicals Aerosols Page 5	Citrus Cleaner | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	YA010	YA010	12/cs.	$ 99.20	25%	$ 74.40	
Chemicals Aerosols Page 5	Dry Air Fresheners/ Odor Neutralizers | Cinnamon II, 20 oz. Can, Net Weight 10 oz.	Pro-Link, Inc.	YA011II	YA011II	12/cs.	$ 118.16	25%	$ 88.62	
Chemicals Aerosols Page 5	Dry Air Fresheners/ Odor Neutralizers | Crisp Linen, 20 oz. Can, Net Weight 14 oz.	Pro-Link, Inc.	YA013	YA013	12/cs.	$ 137.51	25%	$ 103.13	
Chemicals Aerosols Page 5	Chalkboard & Whiteboard Cleaner | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	YA017	YA017	12/cs.	$ 95.29	25%	$ 71.47	
Chemicals Aerosols Page 5	Multi-Surface Duster & Polish | 20 oz. Can, Net Weight 18 oz.	Pro-Link, Inc.	YA024	YA024	12/cs.	$ 120.45	25%	$ 90.34	
Chemicals Aerosols Page 5	Furniture Polishes | Fine Furniture, 20 oz. Can, Net Weight 17 oz.	Pro-Link, Inc.	YA026	YA026	12/cs.	$ 112.45	25%	$ 84.34	
Chemicals Aerosols Page 6	Bed Bug, Lice & Dust Mite Spray | 20 oz. Can, Net Weight 16 oz.	Pro-Link, Inc.	C-006	C-006	12/cs.	$ 126.24	25%	$ 94.68	
Chemicals Aerosols Page 6	Carpet & Upholstery Spotter | 20 oz. Can, Net Weight 18 oz.	Pro-Link, Inc.	CA001	CA001	12/cs.	$ 115.34	25%	$ 86.51	
Chemicals Aerosols Page 6	Baseboard Stripper | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	FA003	FA003	12/cs.	$ 122.49	25%	$ 91.87	
Chemicals Aerosols Page 6	Dust Mop Treatment | 20 oz. Can, Net Weight 14 oz.	Pro-Link, Inc.	FA004	FA004	12/cs.	$ 130.99	25%	$ 98.24	
Chemicals Aerosols Page 6	Oven Cleaner - Spray On/Wipe Off | 20 oz. Can, Net Weight 18 oz.	Pro-Link, Inc.	KA005	KA005	12/cs.	$ 107.81	25%	$ 80.86	
Chemicals Aerosols Page 6	Disinfectant Spray | 20 oz. Can, Net Weight 15.5 oz.	Pro-Link, Inc.	RA008	RA008	12/cs.	$ 127.93	25%	$ 95.95	
Chemicals Aerosols Page 6	Foaming Germicidal Cleaner | 20 oz. Can, Net Weight 19 oz.	Pro-Link, Inc.	RA009	RA009	12/cs.	$ 92.19	25%	$ 69.14	
Chemicals Aerosols Page 6	Jet Force Wasp & Hornet Killer | 20 oz. Can, Net Weight 14 oz.	Pro-Link, Inc.	XA002	XA002	12/cs.	$ 168.82	25%	$ 126.62	
Chemicals Aerosols Page 6	Down & Out II Flying Insect Killer | 20 oz. Can, Net Weight 15 oz.	Pro-Link, Inc.	XA003	XA003	12/cs	$ 218.07	25%	$ 163.55	
Chemicals Aerosols Page 6	Big Jinx III Roach & Ant Killer | 20 oz. Can, Net Weight 14 oz.	Pro-Link, Inc.	XA005	XA005	12/cs.	$ 165.06	25%	$ 123.79	
Chemicals Aerosols Page 7	PURELL® Surface Sanitizer and Disinfectant Empty Secondary Bottle Kits | PURELL	Pro-Link, Inc.	3040-06-BTL	3040-06-BTL	6/cs.	$ 29.29	25%	$ 21.97	
Chemicals Aerosols Page 7	PURELL® Surface Sanitizer and Disinfectant Empty Secondary Bottle Kits | PURELL	Pro-Link, Inc.	3041-06-BTL	3041-06-BTL	6/cs.	$ 29.29	25%	$ 21.97	
Chemicals Aerosols Page 7	PURELL® Surface Sanitizer and Disinfectant Empty Secondary Bottle Kits | PURELL	Pro-Link, Inc.	3042-06-BTL	3042-06-BTL	6/cs.	$ 29.29	25%	$ 21.97	
Chemicals Aerosols Page 7	PURELL® Surface Sanitizer and Disinfectant Empty Secondary Bottle Kits | PURELL	Pro-Link, Inc.	3047-06-BTL	3047-06-BTL	6/cs.	$ 29.29	25%	$ 21.97	
Chemicals Aerosols Page 7	PURELL® Healthcare Surface Disinfectant Hospital-grade disinfectant. Fragrance fr	Pro-Link, Inc.	3340-03	3340-03	3/cs.	$ 41.22	25%	$ 30.92	
Chemicals Aerosols Page 7	PURELL® Healthcare Surface Disinfectant Hospital-grade disinfectant. Fragrance fr	Pro-Link, Inc.	3340-06	3340-06	6/cs.	$ 81.44	25%	$ 61.08	
Chemicals Aerosols Page 7	PURELL® Healthcare Surface Disinfectant Hospital-grade disinfectant. Fragrance fr	Pro-Link, Inc.	3340-12	3340-12	12/cs.	$ 166.45	25%	$ 124.84	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 32 oz., Capped w/Trigger In Pack	Pro-Link, Inc.	3341-03	3341-03	3/cs.	$ 25.27	25%	$ 18.95	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 32 oz., Capped w/Trigger In Pack	Pro-Link, Inc.	3341-06	3341-06	6/cs.	$ 49.65	25%	$ 37.24	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 32 oz., Capped w/Trigger On Bottle	Pro-Link, Inc.	3341-06-RTL	3341-06-RTL	6/cs.	$ 49.65	25%	$ 37.24	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 32 oz., Capped w/Trigger Banded to Bottle	Pro-Link, Inc.	3341-12	3341-12	12/cs.	$ 104.33	25%	$ 78.25	
Chemicals Aerosols Page 7	PURELL® Professional Surface Disinfectant Pleasant light citrus fragrance. Dissipate	Pro-Link, Inc.	3342-03	3342-03	3/cs.	$ 25.27	25%	$ 18.95	
Chemicals Aerosols Page 7	PURELL® Professional Surface Disinfectant Pleasant light citrus fragrance. Dissipate	Pro-Link, Inc.	3342-06	3342-06	6/cs.	$ 49.65	25%	$ 37.24	
Chemicals Aerosols Page 7	PURELL® Professional Surface Disinfectant Pleasant light citrus fragrance. Dissipate	Pro-Link, Inc.	3342-12	3342-12	12/cs.	$ 104.33	25%	$ 78.25	
Chemicals Aerosols Page 7	PURELL® Healthcare Surface Disinfectant Hospital-grade disinfectant. Fragrance fr	Pro-Link, Inc.	4340-04	4340-04	4/cs.	$ 131.58	25%	$ 98.68	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 1 gal., No Trigger	Pro-Link, Inc.	4341-04	4341-04	4/cs.	$ 81.53	25%	$ 61.15	
Chemicals Aerosols Page 7	PURELL® Professional Surface Disinfectant Pleasant light citrus fragrance. Dissipate	Pro-Link, Inc.	4342-04	4342-04	4/cs.	$ 81.53	25%	$ 61.15	
Chemicals Aerosols Page 7	PURELL® Foodservice Surface Sanitizer | 55 gal.	Pro-Link, Inc.	5047-01	5047-01	1/ea.	$ 1,305.51	25%	$ 979.13	
Chemicals Aerosols Page 7	PURELL® Surface Sanitizer & Disinfectant Battery-Powered Sprayer, FITS 4340-04,	Pro-Link, Inc.	5350-12	5350-12	12/cs.	$ 585.18	25%	$ 438.88	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Surface Wipes Wall Bracket	Pro-Link, Inc.	9016-01	9016-01	1/cs.	$ 43.53	25%	$ 32.65	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Surface Wipes Dispensing Stand	Pro-Link, Inc.	9116-01	9116-01	1/cs.	$ 223.53	25%	$ 167.65	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Healthcare Surface Disinfecting Wipes	Pro-Link, Inc.	9340-06	9340-06	*6/cs.	$ 86.26	25%	$ 64.69	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Foodservice Surface Sanitizing Wipes	Pro-Link, Inc.	9341-06	9341-06	*6/cs.	$ 115.18	25%	$ 86.38	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Surface Wipes Active Ingredient Test Strips	Pro-Link, Inc.	9341-TSTSTRP	9341-TSTSTRP	500/cs.	$ 14.59	25%	$ 10.94	
Chemicals Aerosols Page 7	PURELL® Surface Wipes | PURELL® Professional Surface Disinfecting Wipes	Pro-Link, Inc.	9342-06	9342-06	*6/cs.	$ 107.44	25%	$ 80.58	
Chemicals Misco Page 8	Chemical Product Line | #1 Glass Cleaner	Pro-Link, Inc.	B14300	B14300	2/cs.	$ 101.32	25%	$ 75.99	
Chemicals Misco Page 8	Chemical Product Line | #2 Glass & Surface Cleaner	Pro-Link, Inc.	B14301	B14301	2/cs.	$ 95.88	25%	$ 71.91	
Chemicals Misco Page 8	Chemical Product Line | #3 Neutral Cleaner	Pro-Link, Inc.	B14302	B14302	2/cs.	$ 108.47	25%	$ 81.35	
Chemicals Misco Page 8	Chemical Product Line | #5 Non Acid Bathroom Cleaner	Pro-Link, Inc.	B14303	B14303	2/cs.	$ 65.69	25%	$ 49.27	
Chemicals Misco Page 8	Chemical Product Line | #6 Bathroom & Bowl Cleaner	Pro-Link, Inc.	B14304	B14304	2/cs.	$ 108.14	25%	$ 81.11	
Chemicals Misco Page 8	Chemical Product Line | #7 Enzyme Cleaner & Deodorizer	Pro-Link, Inc.	B14305	B14305	2/cs.	$ 144.12	25%	$ 108.09	
Chemicals Misco Page 8	Chemical Product Line | #8 Floral Odor Neutralizer	Pro-Link, Inc.	B14306	B14306	2/cs.	$ 96.85	25%	$ 72.64	
Chemicals Misco Page 8	Chemical Product Line | #9 Neutral All Purpose Cleaner	Pro-Link, Inc.	B14307	B14307	2/cs.	$ 87.88	25%	$ 65.91	
Chemicals Misco Page 8	Chemical Product Line | #10 General Purpose Cleaner	Pro-Link, Inc.	B14308	B14308	2/cs.	$ 85.51	25%	$ 64.13	
Chemicals Misco Page 8	Chemical Product Line | #11 Oxygenated Cleaner	Pro-Link, Inc.	B14309	B14309	2/cs.	$ 116.66	25%	$ 87.49	
Chemicals Misco Page 8	Chemical Product Line | #12 Blitz™ Heavy Duty Degreaser	Pro-Link, Inc.	B14310	B14310	2/cs.	$ 89.01	25%	$ 66.76	
Chemicals Misco Page 8	Chemical Product Line | #13 Non-Solvent Cleaner & Degreaser	Pro-Link, Inc.	B14311	B14311	2/cs.	$ 92.07	25%	$ 69.05	
Chemicals Misco Page 8	Chemical Product Line | #14 Broadband™ Q256	Pro-Link, Inc.	B14312	B14312	2/cs.	$ 107.06	25%	$ 80.29	
Chemicals Misco Page 8	Chemical Product Line | #15 High Speed Restorer	Pro-Link, Inc.	B14313	B14313	2/cs.	$ 107.20	25%	$ 80.40	
Chemicals Misco Page 8	Chemical Product Line | #16 Quat Pro™	Pro-Link, Inc.	B14314	B14314	2/cs.	$ 133.98	25%	$ 100.48	
Chemicals Misco Page 8	Chemical Product Line | #17 Highly Concentrated General Purpose Cleaner	Pro-Link, Inc.	B14315	B14315	2/cs.	$ 157.51	25%	$ 118.13	
Chemicals Misco Page 8	Chemical Product Line | #19 Lavender Fields Air Freshener	Pro-Link, Inc.	B14317	B14317	2/cs.	$ 86.31	25%	$ 64.73	
Chemicals Misco Page 8	Cabinets | Q 4 Button Cabinet	Pro-Link, Inc.	B14318	B14318	1/ea.	$ 608.02	25%	$ 456.02	
Chemicals Misco Page 8	Cabinets | S Single Button Dispenser	Pro-Link, Inc.	B14319	B14319	1/ea.	$ 234.05	25%	$ 175.54	
Chemicals Misco Page 8	Cabinets | P Portable Dispenser	Pro-Link, Inc.	B14320	B14320	1/ea.	$ 92.28	25%	$ 69.21	
Chemicals Misco Page 8	Chemical Product Line | #20 Optimum Response	Pro-Link, Inc.	B14326	B14326	2/cs.	$ 119.44	25%	$ 89.58	
Chemicals Misco Page 8	Cabinets | X Dispenser	Pro-Link, Inc.	B14327	B14327	1/ea.	$ 557.13	25%	$ 417.85	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #2 Glass & Surface Cleaner II, 3 L	Pro-Link, Inc.	B14351	B14351	2/cs.	$ 120.96	25%	$ 90.72	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #3 Neutral Cleaner II, 3 L	Pro-Link, Inc.	B14352	B14352	2/cs.	$ 137.27	25%	$ 102.95	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #5 Non Acid Bathroom Cleaner II, 3 L	Pro-Link, Inc.	B14353	B14353	2/cs.	$ 115.01	25%	$ 86.26	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #6 Bathroom & Bowl Cleaner, 3 L	Pro-Link, Inc.	B14354	B14354	2/cs.	$ 137.15	25%	$ 102.86	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #7 Enzyme Cleaner & Deodorizer II, 3 L	Pro-Link, Inc.	B14355	B14355	2/cs.	$ 182.24	25%	$ 136.68	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #9 Neutral All Purpose Cleaner II, 3 L	Pro-Link, Inc.	B14357	B14357	2/cs.	$ 111.04	25%	$ 83.28	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #11 Oxygenated Cleaner II, 3 L	Pro-Link, Inc.	B14359	B14359	2/cs.	$ 148.21	25%	$ 111.16	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #13 Non-Solvent Cleaner and Degreaser II, 3 L	Pro-Link, Inc.	B14361	B14361	2/cs.	$ 117.18	25%	$ 87.88	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #14 Broadband Q256 II, 3 L	Pro-Link, Inc.	B14362	B14362	2/cs.	$ 135.86	25%	$ 101.89	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #16 Quat Pro™ II, 3 L	Pro-Link, Inc.	B14364	B14364	2/cs.	$ 169.25	25%	$ 126.94	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #17 Highly Concentrated General Purpose Cleaner II, 3 L	Pro-Link, Inc.	B14365	B14365	2/cs.	$ 199.41	25%	$ 149.56	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | #19 Lavender Fields Air Freshener II, 3 L	Pro-Link, Inc.	B14367	B14367	2/cs.	$ 109.01	25%	$ 81.76	
Chemicals Misco Page 10	ChemiCenterII™ Chemicals | Starter Kit	Pro-Link, Inc.	B14370	B14370	1/cs.	$ 53.44	25%	$ 40.08	
Chemicals Misco Page 11	PDQ-180 One-Step Disinfectant | 80 oz.	Pro-Link, Inc.	120503*	120503*	2/cs.	$ 194.94	25%	$ 146.21	
Chemicals Misco Page 11	Broadband™ Q256 | 1 gal.	Pro-Link, Inc.	B14087	B14087	4/cs.	$ 159.93	25%	$ 119.95	
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 1 gal., Lemon	Pro-Link, Inc.	B14090	B14090	4/cs.	$ 83.53	25%	$ 62.65	
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 5 gal., Lemon	Pro-Link, Inc.	B14092	B14092	1/ea.	$ 97.55	25%	$ 73.16	
Chemicals Misco Page 11	OneStep™ | 1 qt.	Pro-Link, Inc.	B14093	B14093	12/cs.	$ 104.54	25%	$ 78.41	
Chemicals Misco Page 11	OneStep™ | 1 gal.	Pro-Link, Inc.	B14094	B14094	4/cs.	$ 99.60	25%	$ 74.70	
Chemicals Misco Page 11	0% Acid Bowl & Bathroom Cleaner | 1 qt.	Pro-Link, Inc.	B14152	B14152	12/cs.	$ 60.38	25%	$ 45.28	
Chemicals Misco Page 11	Bright N' Fresh TB™ | 1 qt.	Pro-Link, Inc.	B14153	B14153	12/cs.	$ 78.87	25%	$ 59.15	

Chemicals Misco Page 11	OneStep™ | 2/ gal.	Pro-Link, Inc.	B14281	B14281	2/cs.	$ 119.55	25%	$ 89.66
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 1 gal., Mint	Pro-Link, Inc.	B15928	B15928	4/cs.	$ 83.53	25%	$ 62.65
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 5 gal., Mint	Pro-Link, Inc.	B15930	B15930	1/ea.	$ 97.55	25%	$ 73.16
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 1 gal., Fresh	Pro-Link, Inc.	B15935	B15935	4/cs.	$ 83.53	25%	$ 62.65
Chemicals Misco Page 11	D3™ - Disinfectant, Detergent, Deodorizer | 1 gal., Pine	Pro-Link, Inc.	B15942	B15942	4/cs.	$ 83.53	25%	$ 62.65
Chemicals Misco Page 13	Extra Duty Bowl Cleaner | 1 qt.	Pro-Link, Inc.	B14097	B14097	12/cs.	$ 63.67	25%	$ 47.75
Chemicals Misco Page 13	Enzyme Odor Eliminator | 1 qt.	Pro-Link, Inc.	B14155	B14155	12/cs.	$ 77.06	25%	$ 57.79
Chemicals Misco Page 13	Enzyme Odor Eliminator | 1 gal.	Pro-Link, Inc.	B14156	B14156	4/cs.	$ 82.40	25%	$ 61.80
Chemicals Misco Page 13	PhosClean™ | 1 qt.	Pro-Link, Inc.	B14161	B14161	12/cs.	$ 75.55	25%	$ 56.66
Chemicals Misco Page 13	Grout System™ Cleaner | 1 gal.	Pro-Link, Inc.	B14169	B14169	4/cs.	$ 75.29	25%	$ 56.47
Chemicals Misco Page 13	Grout System™ Enhancer | 1 gal.	Pro-Link, Inc.	B14170	B14170	4/cs.	$ 135.27	25%	$ 101.45
Chemicals Misco Page 13	Grout System™ Protector | 1 gal.	Pro-Link, Inc.	B14171	B14171	4/cs.	$ 490.89	25%	$ 368.17
Chemicals Misco Page 13	Grout System™ Recovery Kit | Kit	Pro-Link, Inc.	B14172	B14172	1/cs.	$ 170.21	25%	$ 127.66
Chemicals Misco Page 13	MMR Fresh | 1 qt.	Pro-Link, Inc.	B14742	B14742	12/cs.	$ 95.89	25%	$ 71.92
Chemicals Misco Page 13	MMR Fresh | 1 gal.	Pro-Link, Inc.	B14743	B14743	4/cs.	$ 130.41	25%	$ 97.81
Chemicals Misco Page 14	Clinging Bowl Cleaner | 1 qt.	Pro-Link, Inc.	B14154	B14154	12/cs.	$ 52.66	25%	$ 39.49
Chemicals Misco Page 14	Organic Acid Bowl Cleaner | 1 qt.	Pro-Link, Inc.	B14157	B14157	12/cs.	$ 71.60	25%	$ 53.70
Chemicals Misco Page 14	Organic Acid Restroom Cleaner | 1 qt., RTU	Pro-Link, Inc.	B14158	B14158	12/cs.	$ 82.92	25%	$ 62.19
Chemicals Misco Page 14	Organic Acid Restroom Cleaner | 1 gal.	Pro-Link, Inc.	B14159	B14159	4/cs.	$ 199.91	25%	$ 149.93
Chemicals Misco Page 14	PeroxiPower | 1 qt.	Pro-Link, Inc.	B14160	B14160	12/cs.	$ 81.41	25%	$ 61.06
Chemicals Misco Page 14	ProCreme™ | 1 qt.	Pro-Link, Inc.	B14162	B14162	12/cs.	$ 69.13	25%	$ 51.85
Chemicals Misco Page 14	TransAll™ | 1 gal.	Pro-Link, Inc.	B14163	B14163	4/cs.	$ 77.22	25%	$ 57.92
Chemicals Misco Page 14	TransOxy™ | 1 gal.	Pro-Link, Inc.	B14164	B14164	4/cs.	$ 143.15	25%	$ 107.36
Chemicals Misco Page 14	TranZyme™ | 1 gal.	Pro-Link, Inc.	B14165	B14165	12/cs.	$ 116.68	25%	$ 87.51
Chemicals Misco Page 14	StreakFree | 1 qt., RTU	Pro-Link, Inc.	B14166	B14166	12/cs.	$ 77.91	25%	$ 58.43
Chemicals Misco Page 14	Glass & Surface Cleaner | 1 gal.	Pro-Link, Inc.	B14167	B14167	4/cs.	$ 113.32	25%	$ 84.99
Chemicals Misco Page 14	Glass & Surface Cleaner | 1 qt., RTU	Pro-Link, Inc.	B14168	B14168	12/cs.	$ 76.21	25%	$ 57.16
Chemicals Misco Page 14	TranAll™ | 1 qt.	Pro-Link, Inc.	B14265	B14265	12/cs.	$ 71.65	25%	$ 53.74
Chemicals Misco Page 14	Glass & Surface Cleaner | Quick Dose Dilution On The Go, 1 qt.	Pro-Link, Inc.	B14692	B14692	6/cs.	$ 60.05	25%	$ 45.04
Chemicals Misco Page 14	TranZyme™ | 5 gal.	Pro-Link, Inc.	B14704	B14704	1/ea.	$ 138.99	25%	$ 104.24
Chemicals Misco Page 15	BioBlitz™ | 1 gal.	Pro-Link, Inc.	B14175	B14175	4/cs.	$ 218.35	25%	$ 163.76
Chemicals Misco Page 15	Blitz™ | 1 gal.	Pro-Link, Inc.	B14179	B14179	4/cs.	$ 60.07	25%	$ 45.05
Chemicals Misco Page 15	Blitz™ | 2/ gal.	Pro-Link, Inc.	B14180	B14180	2/cs.	$ 70.00	25%	$ 52.50
Chemicals Misco Page 15	Blitz™ | 5 gal.	Pro-Link, Inc.	B14181	B14181	1/ea.	$ 68.09	25%	$ 51.07
Chemicals Misco Page 15	Shower Power	Pro-Link, Inc.	B14183	B14183	4/cs.	$ 61.69	25%	$ 46.27
Chemicals Misco Page 15	Blitz NB™ | 5 gal.	Pro-Link, Inc.	B14185	B14185	1/ea.	$ 69.86	25%	$ 52.39
Chemicals Misco Page 15	Blitz™ | 1 qt., RTU	Pro-Link, Inc.	B14187	B14187	12/cs.	$ 65.98	25%	$ 49.48
Chemicals Misco Page 15	Blitz Super Duty™ | 1 qt., RTU	Pro-Link, Inc.	B14188	B14188	12/cs.	$ 82.47	25%	$ 61.85
Chemicals Misco Page 15	Blitz Super Duty™ | 1 gal.	Pro-Link, Inc.	B14189	B14189	4/cs.	$ 100.73	25%	$ 75.55
Chemicals Misco Page 15	Blitz Super Duty™ | 2/ gal.	Pro-Link, Inc.	B14190	B14190	2/cs.	$ 120.82	25%	$ 90.62
Chemicals Misco Page 15	Blitz Super Duty™ | 5 gal.	Pro-Link, Inc.	B14191	B14191	1/ea.	$ 118.92	25%	$ 89.19
Chemicals Misco Page 15	Orange Brute™ | 1 gal.	Pro-Link, Inc.	B14701	B14701	4/cs.	$ 134.71	25%	$ 101.03
Chemicals Misco Page 15	Orange Devil™ | 1 gal.	Pro-Link, Inc.	B14711	B14711	4/cs.	$ 230.09	25%	$ 172.57
Chemicals Misco Page 15	Orange Xplosion™ | 1 qt.	Pro-Link, Inc.	B14720	B14720	12/cs.	$ 211.13	25%	$ 158.35
Chemicals Misco Page 15	Orange Xplosion™ | 1 gal.	Pro-Link, Inc.	B14721	B14721	4/cs.	$ 236.42	25%	$ 177.32
Chemicals Misco Page 15	Dynamic Duo 2-Part Extreme Cleaner/Degreaser | Packaging: 2-2.5 gallons	Pro-Link, Inc.	B14740	B14740	1/cs.	$ 150.54	25%	$ 112.91
Chemicals Misco Page 15	Dynamic Duo 2-Part Extreme Cleaner/Degreaser | Dispenser	Pro-Link, Inc.	B14741	B14741	1/cs.	$ 667.27	25%	$ 500.45
Chemicals Misco Page 16	Diamond Coat™ | 1 gal.	Pro-Link, Inc.	B14057	B14057	4/cs.	$ 156.96	25%	$ 117.72
Chemicals Misco Page 16	Diamond Coat™ | 2/ gal.	Pro-Link, Inc.	B14058	B14058	2/cs.	$ 191.15	25%	$ 143.36
Chemicals Misco Page 16	Diamond Coat™ | 5 gal.	Pro-Link, Inc.	B14059	B14059	1/ea.	$ 189.25	25%	$ 141.94
Chemicals Misco Page 16	Green Shield™ | 1 gal.	Pro-Link, Inc.	B14062	B14062	4/cs.	$ 153.53	25%	$ 115.15
Chemicals Misco Page 16	Green Shield™ | 2/ gal.	Pro-Link, Inc.	B14063	B14063	2/cs.	$ 186.42	25%	$ 139.82
Chemicals Misco Page 16	Green Shield™ | 5 gal.	Pro-Link, Inc.	B14064	B14064	1/ea.	$ 184.52	25%	$ 138.39
Chemicals Misco Page 16	Green Shield™ | 55 gal.	Pro-Link, Inc.	B14065	B14065	1/ea.	$ 1,981.40	25%	$ 1,486.05
Chemicals Misco Page 16	NanoCoat™ | 1 gal.	Pro-Link, Inc.	B14072	B14072	4/cs.	$ 156.59	25%	$ 117.44
Chemicals Misco Page 16	NanoCoat™ | 2/ gal.	Pro-Link, Inc.	B14073	B14073	2/cs.	$ 190.66	25%	$ 142.99
Chemicals Misco Page 16	NanoCoat™ | 5 gal.	Pro-Link, Inc.	B14074	B14074	1/ea.	$ 188.75	25%	$ 141.56
Chemicals Misco Page 16	Shimmer™ | 1 gal.	Pro-Link, Inc.	B14077	B14077	4/cs.	$ 112.85	25%	$ 84.64
Chemicals Misco Page 16	Shimmer™ | 2/ gal.	Pro-Link, Inc.	B14078	B14078	2/cs.	$ 135.98	25%	$ 101.98
Chemicals Misco Page 16	Shimmer™ | 5 gal.	Pro-Link, Inc.	B14079	B14079	1/ea.	$ 134.07	25%	$ 100.55
Chemicals Misco Page 16	Shimmer™ | 55 gal.	Pro-Link, Inc.	B14080	B14080	1/ea.	$ 1,425.86	25%	$ 1,069.39
Chemicals Misco Page 16	Spot Light™ | 1 gal.	Pro-Link, Inc.	B14082	B14082	4/cs.	$ 171.72	25%	$ 128.79
Chemicals Misco Page 16	Spot Light™ | 2/ gal.	Pro-Link, Inc.	B14083	B14083	2/cs.	$ 209.58	25%	$ 157.18
Chemicals Misco Page 16	Spot Light™ | 5 gal.	Pro-Link, Inc.	B14084	B14084	1/ea.	$ 207.67	25%	$ 155.75
Chemicals Misco Page 16	QuatDefy™ | 1 gal.	Pro-Link, Inc.	B15972	B15972	4/cs.	$ 170.99	25%	$ 128.24
Chemicals Misco Page 16	QuatDefy™ | 2/ gal.	Pro-Link, Inc.	B15973	B15973	2/cs.	$ 208.68	25%	$ 156.51
Chemicals Misco Page 16	QuatDefy™ | 5 gal.	Pro-Link, Inc.	B15974	B15974	1/ea.	$ 206.78	25%	$ 155.08
Chemicals Misco Page 16	QuatDefy™ | 55 gal.	Pro-Link, Inc.	B15975	B15975	1/ea.	$ 2,225.55	25%	$ 1,669.16
Chemicals Misco Page 17	Home Base™ | 1 gal.	Pro-Link, Inc.	B14067	B14067	4/cs.	$ 112.85	25%	$ 84.64
Chemicals Misco Page 17	Home Base™ | 2/ gal.	Pro-Link, Inc.	B14068	B14068	2/cs.	$ 135.98	25%	$ 101.98
Chemicals Misco Page 17	Matte Floor Finish | 1 gal.	Pro-Link, Inc.	B14417	B14417	4/cs.	$ 141.95	25%	$ 106.46
Chemicals Misco Page 17	Matte Floor Finish | 2/ gal.	Pro-Link, Inc.	B14418	B14418	2/cs.	$ 171.53	25%	$ 128.65
Chemicals Misco Page 17	Matte Floor Finish | 5 gal.	Pro-Link, Inc.	B14419	B14419	1/ea.	$ 169.32	25%	$ 126.99
Chemicals Misco Page 17	Accent | 1 gal.	Pro-Link, Inc.	B14538	B14538	4/cs.	$ 128.79	25%	$ 96.59
Chemicals Misco Page 17	Accent | 2/ gal.	Pro-Link, Inc.	B14539	B14539	2/cs.	$ 155.89	25%	$ 116.92
Chemicals Misco Page 17	Accent | 5 gal.	Pro-Link, Inc.	B14540	B14540	1/ea.	$ 153.98	25%	$ 115.48
Chemicals Misco Page 17	Dura-Last Gloss™ | 5 gal.	Pro-Link, Inc.	B14560	B14560	1/ea.	$ 168.73	25%	$ 126.55
Chemicals Misco Page 17	NanoCoat™ HS | 1 gal.	Pro-Link, Inc.	B14603	B14603	4/cs.	$ 164.61	25%	$ 123.46
Chemicals Misco Page 17	NanoCoat™ HS | 2/ gal.	Pro-Link, Inc.	B14604	B14604	2/cs.	$ 199.86	25%	$ 149.89
Chemicals Misco Page 17	NanoCoat™ HS | 5 gal.	Pro-Link, Inc.	B14605	B14605	1/ea.	$ 218.30	25%	$ 163.73
Chemicals Misco Page 17	IronShield Pro | 1 gal.	Pro-Link, Inc.	B14730	B14730	4/cs.	$ 119.44	25%	$ 89.58
Chemicals Misco Page 17	IronShield Pro | 2/ gal.	Pro-Link, Inc.	B14731	B14731	2/cs.	$ 144.24	25%	$ 108.18
Chemicals Misco Page 17	IronShield Pro | 5 gal.	Pro-Link, Inc.	B14732	B14732	1/ea.	$ 142.31	25%	$ 106.73
Chemicals Misco Page 18	Shamrock Shine™ | 1 gal.	Pro-Link, Inc.	B14015	B14015	4/cs.	$ 59.91	25%	$ 44.93
Chemicals Misco Page 18	Shamrock Shine™ | 2-1/2 gal.	Pro-Link, Inc.	B14019	B14019	2/cs.	$ 74.89	25%	$ 56.17
Chemicals Misco Page 18	Balance™ Neutral Cleaner | 1 gal.	Pro-Link, Inc.	B14039	B14039	4/cs.	$ 57.13	25%	$ 42.85
Chemicals Misco Page 18	Balance™ Neutral Cleaner | 2/ gal.	Pro-Link, Inc.	B14040	B14040	2/cs.	$ 66.40	25%	$ 49.80
Chemicals Misco Page 18	Balance™ Neutral Cleaner | 5 gal.	Pro-Link, Inc.	B14041	B14041	1/ea.	$ 64.49	25%	$ 48.37
Chemicals Misco Page 18	Balance™ Neutral Cleaner | 55 gal.	Pro-Link, Inc.	B14042	B14042	1/ea.	$ 660.94	25%	$ 495.71
Chemicals Misco Page 18	Film Free™ Neutralizer & Cleaner | 1 gal.	Pro-Link, Inc.	B14049	B14049	4/cs.	$ 77.65	25%	$ 58.24
Chemicals Misco Page 18	Film Free™ Neutralizer & Cleaner | 5 gal.	Pro-Link, Inc.	B14051	B14051	1/ea.	$ 89.81	25%	$ 67.36
Chemicals Misco Page 18	1-2-20™ | 1 qt.	Pro-Link, Inc.	B14102	B14102	12/cs.	$ 270.09	25%	$ 202.57
Chemicals Misco Page 18	Blaze™ | 1 gal.	Pro-Link, Inc.	B14103	B14103	4/cs.	$ 119.11	25%	$ 89.33
Chemicals Misco Page 18	Blaze™ | 2/ gal.	Pro-Link, Inc.	B14104	B14104	2/cs.	$ 143.79	25%	$ 107.84
Chemicals Misco Page 18	Blaze™ | 5 gal.	Pro-Link, Inc.	B14105	B14105	1/ea.	$ 141.86	25%	$ 106.39
Chemicals Misco Page 18	Fast Break™ | 1 gal.	Pro-Link, Inc.	B14108	B14108	4/cs.	$ 80.42	25%	$ 60.32
Chemicals Misco Page 18	Fast Break™ | 5 gal.	Pro-Link, Inc.	B14110	B14110	1/ea.	$ 93.11	25%	$ 69.83
Chemicals Misco Page 18	Green Lightning™ | 1 gal.	Pro-Link, Inc.	B14113	B14113	4/cs.	$ 122.82	25%	$ 92.12
Chemicals Misco Page 18	Green Lightning™ | 2/ gal.	Pro-Link, Inc.	B14114	B14114	2/cs.	$ 148.44	25%	$ 111.33
Chemicals Misco Page 18	Green Lightning™ | 5 gal.	Pro-Link, Inc.	B14115	B14115	1/ea.	$ 146.07	25%	$ 109.55
Chemicals Misco Page 18	Green Lightning™ | 55 gal.	Pro-Link, Inc.	B14116	B14116	1/ea.	$ 1,562.20	25%	$ 1,171.65
Chemicals Misco Page 19	Clarity GP™ General Purpose Cleaner | 1 gal.	Pro-Link, Inc.	B14044	B14044	4/cs.	$ 78.52	25%	$ 58.89
Chemicals Misco Page 19	Clarity GP™ General Purpose Cleaner | 2/ gal.	Pro-Link, Inc.	B14045	B14045	2/cs.	$ 93.56	25%	$ 70.17
Chemicals Misco Page 19	Clarity GP™ General Purpose Cleaner | 5 gal.	Pro-Link, Inc.	B14046	B14046	1/ea.	$ 91.25	25%	$ 68.44
Chemicals Misco Page 19	Level 7™ All Purpose Cleaner | 1 gal.	Pro-Link, Inc.	B14054	B14054	4/cs.	$ 82.54	25%	$ 61.91
Chemicals Misco Page 19	Level 7™ All Purpose Cleaner | 2/ gal.	Pro-Link, Inc.	B14055	B14055	2/cs.	$ 98.16	25%	$ 73.62
Chemicals Misco Page 19	Level 7™ All Purpose Cleaner | 5 gal.	Pro-Link, Inc.	B14056	B14056	1/ea.	$ 96.28	25%	$ 72.21

Chemicals Misco Page 19	Enhance™ | 1 qt.	Pro-Link, Inc.	B14095	B14095	12/cs.	$ 85.95	25%	$ 64.46
Chemicals Misco Page 19	Enhance™ | 1 gal.	Pro-Link, Inc.	B14096	B14096	4/cs.	$ 78.80	25%	$ 59.10
Chemicals Misco Page 19	Optimum Response™ | 1 gal.	Pro-Link, Inc.	B14099	B14099	4/cs.	$ 156.45	25%	$ 117.34
Chemicals Misco Page 19	Pro Orange® | 1 gal.	Pro-Link, Inc.	B14194	B14194	4/cs.	$ 186.56	25%	$ 139.92
Chemicals Misco Page 19	Pro Orange® | 5 gal.	Pro-Link, Inc.	B14196	B14196	1/ea.	$ 226.24	25%	$ 169.68
Chemicals Misco Page 19	Pro Orange® | 1 qt., RTU	Pro-Link, Inc.	B14197	B14197	12/cs.	$ 73.91	25%	$ 55.43
Chemicals Misco Page 19	Synthetic HD Cleaner | 1 gal.	Pro-Link, Inc.	B14420	B14420	4/cs.	$ 110.92	25%	$ 83.19
Chemicals Misco Page 19	Synthetic HD Cleaner | 2/ gal.	Pro-Link, Inc.	B14421	B14421	2/cs.	$ 133.13	25%	$ 99.85
Chemicals Misco Page 19	Synthetic HD Cleaner | 5 gal.	Pro-Link, Inc.	B14422	B14422	1/cs.	$ 131.20	25%	$ 98.40
Chemicals Misco Page 19	Level 7™ All Purpose Cleaner | Quick Dose Dilution On The Go, 1 qt.	Pro-Link, Inc.	B14694	B14694	6/cs.	$ 48.66	25%	$ 36.49
Chemicals Misco Page 19	Optimum Response™ | 5 gal.	Pro-Link, Inc.	B14735	B14735	1/cs.	$ 188.71	25%	$ 141.53
Chemicals Misco Page 19	Magnífico - Lavender Multi-Purpose Cleaner | 1 qt., Pistol Grip	Pro-Link, Inc.	B15452	B15452	12/cs.	$ 79.95	25%	$ 59.96
Chemicals Misco Page 19	Magnífico - Lavender Multi-Purpose Cleaner | 1 gal.	Pro-Link, Inc.	B15453	B15453	4/cs.	$ 59.34	25%	$ 44.51
Chemicals Misco Page 20	Daily Floor Cleaner | 1 gal.	Pro-Link, Inc.	B14022	B14022	4/cs.	$ 81.01	25%	$ 60.76
Chemicals Misco Page 20	Daily Floor Cleaner | 2/ gal.	Pro-Link, Inc.	B14023	B14023	2/cs.	$ 95.95	25%	$ 71.96
Chemicals Misco Page 20	Daily Floor Cleaner | 5 gal.	Pro-Link, Inc.	B14024	B14024	1/ea.	$ 94.07	25%	$ 70.55
Chemicals Misco Page 20	High Speed Restorer | 1 gal.	Pro-Link, Inc.	B14026	B14026	4/cs.	$ 64.07	25%	$ 48.05
Chemicals Misco Page 20	47% OMU 350 Finish | 5 gal.	Pro-Link, Inc.	B14032	B14032	1/ea.	$ 399.69	25%	$ 299.77
Chemicals Misco Page 20	Synthetic Sports Stripper | 1 gal.	Pro-Link, Inc.	B14118	B14118	4/cs.	$ 110.92	25%	$ 83.19
Chemicals Misco Page 20	Synthetic Sports Stripper | 2/ gal.	Pro-Link, Inc.	B14119	B14119	2/cs.	$ 133.13	25%	$ 99.85
Chemicals Misco Page 20	Synthetic Sports Stripper | 5 gal.	Pro-Link, Inc.	B14120	B14120	1/ea.	$ 131.20	25%	$ 98.40
Chemicals Misco Page 20	Daily Floor Cleaner | 55 gal.	Pro-Link, Inc.	B14416	B14416	1/ea.	$ 986.24	25%	$ 739.68
Chemicals Misco Page 21	Dust Magnet Pro™ | 1 gal.	Pro-Link, Inc.	B14020	B14020	4/cs.	$ 150.45	25%	$ 112.84
Chemicals Misco Page 21	Dust Mop Treatment | 1 qt.	Pro-Link, Inc.	B14025	B14025	12/cs.	$ 68.38	25%	$ 51.28
Chemicals Misco Page 21	Waterless Cleaner | 1 gal.	Pro-Link, Inc.	B14029	B14029	4/cs.	$ 174.54	25%	$ 130.91
Chemicals Misco Page 21	Waterless Cleaner | 2/ gal.	Pro-Link, Inc.	B14030	B14030	2/cs.	$ 214.66	25%	$ 160.99
Chemicals Misco Page 21	Waterless Cleaner | 5 gal.	Pro-Link, Inc.	B14031	B14031	1/ea.	$ 211.27	25%	$ 158.45
Chemicals Misco Page 21	Oxygen XLink Finish | 1 gal.	Pro-Link, Inc.	B14033	B14033	4/cs.	$ 513.67	25%	$ 385.25
Chemicals Misco Page 21	Oxygen XLink Finish | 5 gal.	Pro-Link, Inc.	B14034	B14034	1/ea.	$ 634.85	25%	$ 476.14
Chemicals Misco Page 21	Oxygen XLink Finish | 2/ gal.	Pro-Link, Inc.	B14035	B14035	2/cs.	$ 636.73	25%	$ 477.55
Chemicals Misco Page 21	Synthetic Sports Finish | 1 gal.	Pro-Link, Inc.	B14036	B14036	4/cs.	$ 174.64	25%	$ 130.98
Chemicals Misco Page 21	Synthetic Sports Finish | 2/ gal.	Pro-Link, Inc.	B14037	B14037	2/cs.	$ 212.80	25%	$ 159.60
Chemicals Misco Page 21	Synthetic Sports Finish | 5 gal.	Pro-Link, Inc.	B14038	B14038	1/ea.	$ 210.89	25%	$ 158.17
Chemicals Misco Page 21	Dust Magnet Pro™ | 55 gal.	Pro-Link, Inc.	B14705	B14705	1/ea.	$ 2,082.33	25%	$ 1,561.75
Chemicals Misco Page 22	ENCAP System™ Dry Foam/Mist Carpet Cleaner | 1 qt., Pistol Grip	Pro-Link, Inc.	B14121	B14121	12/cs.	$ 132.80	25%	$ 99.60
Chemicals Misco Page 22	ENCAP System™ Dry Foam/Mist Carpet Cleaner | 1 gal.	Pro-Link, Inc.	B14122	B14122	4/cs.	$ 147.60	25%	$ 110.70
Chemicals Misco Page 22	ENCAP System™ Traffic Lane PreSpray | 1 gal.	Pro-Link, Inc.	B14124	B14124	4/cs.	$ 141.69	25%	$ 106.27
Chemicals Misco Page 22	ENCAP System™ Carpet & Upholstery Protectant | 1 gal.	Pro-Link, Inc.	B14127	B14127	4/cs.	$ 206.92	25%	$ 155.19
Chemicals Misco Page 22	ENCAP System™ Extraction Carpet Cleaner | 1 gal.	Pro-Link, Inc.	B14130	B14130	4/cs.	$ 107.98	25%	$ 80.98
Chemicals Misco Page 22	ENCAP System™ Extraction Carpet Cleaner | 5 gal.	Pro-Link, Inc.	B14132	B14132	1/ea.	$ 128.49	25%	$ 96.37
Chemicals Misco Page 22	Heavy-Duty PreSpray | 1 gal.	Pro-Link, Inc.	B14133	B14133	4/cs.	$ 100.28	25%	$ 75.21
Chemicals Misco Page 22	Heavy-Duty PreSpray | 2/ gal.	Pro-Link, Inc.	B14134	B14134	2/cs.	$ 120.66	25%	$ 90.49
Chemicals Misco Page 22	D'Limonene Gel Spotter | 1 qt.	Pro-Link, Inc.	B14146	B14146	12/cs.	$ 38.28	25%	$ 28.71
Chemicals Misco Page 22	ENCAP System™ Carpet & Upholstery Protectant | 1 qt., Pistol Grip	Pro-Link, Inc.	B14147	B14147	12/cs.	$ 118.75	25%	$ 89.06
Chemicals Misco Page 23	Fabric Odor Freshener | 1 qt., Pistol Grip, Fresh Floral Scent	Pro-Link, Inc.	B14136	B14136	12/cs.	$ 98.02	25%	$ 73.52
Chemicals Misco Page 23	Fiber Refresh | 1 gal.	Pro-Link, Inc.	B14137	B14137	4/cs.	$ 101.44	25%	$ 76.08
Chemicals Misco Page 23	Fiber Refresh | 2/ gal.	Pro-Link, Inc.	B14138	B14138	2/cs.	$ 122.07	25%	$ 91.55
Chemicals Misco Page 23	Fiber Refresh | 5 gal.	Pro-Link, Inc.	B14139	B14139	1/ea.	$ 119.92	25%	$ 89.94
Chemicals Misco Page 23	Defoamer | 1 gal.	Pro-Link, Inc.	B14140	B14140	4/cs.	$ 146.26	25%	$ 109.69
Chemicals Misco Page 23	Enzyme Spotter & Odor Eliminator | 1 qt., Cherry Scent	Pro-Link, Inc.	B14148	B14148	12/cs.	$ 149.93	25%	$ 112.45
Chemicals Misco Page 23	Enzyme Spotter & Odor Eliminator | 1 qt., Fresh Scent	Pro-Link, Inc.	B14149	B14149	12/cs.	$ 132.96	25%	$ 99.72
Chemicals Misco Page 23	Enzyme Spotter & Odor Eliminator | 1 gal., Cherry Scent	Pro-Link, Inc.	B14150	B14150	4/cs.	$ 164.96	25%	$ 123.72
Chemicals Misco Page 23	SanXtract Pro | 1 gal.	Pro-Link, Inc.	B14702	B14702	4/cs.	$ 122.49	25%	$ 91.87
Chemicals Misco Page 23	SanXtract Pro | 2/ gal.	Pro-Link, Inc.	B14703	B14703	2/cs.	$ 148.12	25%	$ 111.09
Chemicals AmFormula Page 24	Big Bite™ | 1 gal.	Pro-Link, Inc.	06220	06220	4/cs.	$ 128.09	25%	$ 96.07
Chemicals AmFormula Page 24	Attention™ | 1 gal.	Pro-Link, Inc.	06221	06221	4/cs.	$ 165.06	25%	$ 123.79
Chemicals AmFormula Page 24	Traffic Manager™ | 1 gal.	Pro-Link, Inc.	06223	06223	4/cs.	$ 132.09	25%	$ 99.07
Chemicals AmFormula Page 24	Base 2000™ | 1 gal.	Pro-Link, Inc.	06224	06224	4/cs.	$ 152.47	25%	$ 114.35
Chemicals AmFormula Page 24	Big Bite™ | 30 gal. Drum	Pro-Link, Inc.	06292	06292	1/ea.	$ 872.89	25%	$ 654.67
Chemicals AmFormula Page 24	Base 2000™ | 30 gal.	Pro-Link, Inc.	06298	06298	1/ea.	$ 998.99	25%	$ 749.24
Chemicals AmFormula Page 24	Attention™ |30 gal.	Pro-Link, Inc.	06400	06400	1/ea.	$ 1,409.52	25%	$ 1,057.14
Chemicals AmFormula Page 24	Traffic Manager™ | 30 gal.	Pro-Link, Inc.	06402	06402	1/ea.	$ 1,232.70	25%	$ 924.52
Chemicals AmFormula Page 24	Big Bite™ | 5 gal.	Pro-Link, Inc.	06763	06763	1/ea.	$ 147.41	25%	$ 110.56
Chemicals AmFormula Page 24	Base 2000™ | 5 gal.	Pro-Link, Inc.	06766	06766	1/ea.	$ 167.88	25%	$ 125.91
Chemicals AmFormula Page 24	Attention™ | 5 gal.	Pro-Link, Inc.	06767	06767	1/ea.	$ 202.87	25%	$ 152.15
Chemicals AmFormula Page 24	Traffic Manager™ | 5 gal.	Pro-Link, Inc.	06768	06768	1/ea.	$ 157.98	25%	$ 118.48
Chemicals AmFormula Page 24	Heavy Traffic 25 | 5 gal.	Pro-Link, Inc.	08652	08652	1/ea.	$ 202.87	25%	$ 152.15
Chemicals AmFormula Page 24	Urethane Fortified Finish™ | 1 gal.	Pro-Link, Inc.	08893	08893	4/cs.	$ 162.56	25%	$ 121.92
Chemicals AmFormula Page 24	Urethane Fortified Finish™ | 5 gal.	Pro-Link, Inc.	08894	08894	1/ea.	$ 189.98	25%	$ 142.48
Chemicals AmFormula Page 24	Urethane Fortified Finish™ | 30 gal.	Pro-Link, Inc.	08895	08895	1/ea.	$ 1,086.87	25%	$ 815.15
Chemicals AmFormula Page 24	Heavy Traffic 25 | 1 gal.	Pro-Link, Inc.	10005	10005	4/cs.	$ 173.69	25%	$ 130.27
Chemicals AmFormula Page 24	Heavy Traffic 25 | 30 gal.	Pro-Link, Inc.	10007	10007	1/ea.	$ 1,614.84	25%	$ 1,211.13
Chemicals AmFormula Page 24	Green Certified Zinc-Free Floor Finish* | 1 gal.	Pro-Link, Inc.	11337	11337	4/cs.	$ 191.98	25%	$ 143.98
Chemicals AmFormula Page 24	Green Certified Zinc-Free Floor Finish* | 5 gal.	Pro-Link, Inc.	11339	11339	1/ea.	$ 236.82	25%	$ 177.62
Chemicals AmFormula Page 24	Green Certified Zinc-Free Floor Finish* | 30 gal.	Pro-Link, Inc.	11340	11340	1/ea.	$ 1,388.19	25%	$ 1,041.14
Chemicals AmFormula Page 24	Green Certified Floor Stripper* | 1 gal.	Pro-Link, Inc.	11342	11342	4/cs.	$ 174.47	25%	$ 130.85
Chemicals AmFormula Page 24	Green Certified Floor Stripper* | 5 gal.	Pro-Link, Inc.	11344	11344	1/ea.	$ 215.01	25%	$ 161.26
Chemicals AmFormula Page 24	Green Certified Floor Stripper* | 30 gal.	Pro-Link, Inc.	11345	11345	1/ea.	$ 1,472.21	25%	$ 1,104.16
Chemicals AmFormula Page 25	Preference™ | 1 gal.	Pro-Link, Inc.	06217	06217	4/cs.	$ 69.55	25%	$ 52.16
Chemicals AmFormula Page 25	Eliminator | 1 gal.	Pro-Link, Inc.	06218	06218	4/cs.	$ 178.82	25%	$ 134.12
Chemicals AmFormula Page 25	Bottom Line™ | 1 gal.	Pro-Link, Inc.	06219	06219	4/cs.	$ 100.78	25%	$ 75.58
Chemicals AmFormula Page 25	Refresh™ | 1 gal.	Pro-Link, Inc.	06227	06227	4/cs.	$ 70.82	25%	$ 53.12
Chemicals AmFormula Page 25	Eliminator | 30 gal. Drum	Pro-Link, Inc.	06294	06294	1/ea.	$ 1,420.17	25%	$ 1,065.13
Chemicals AmFormula Page 25	Bottom Line™ | 30 gal. Drum	Pro-Link, Inc.	06296	06296	1/ea.	$ 995.73	25%	$ 746.80
Chemicals AmFormula Page 25	Preference™ | 30 gal. Drum	Pro-Link, Inc.	06404	06404	1/ea.	$ 549.72	25%	$ 412.29
Chemicals AmFormula Page 25	Refresh™ | 30 gal. Drum	Pro-Link, Inc.	06406	06406	1/ea.	$ 654.92	25%	$ 491.19
Chemicals AmFormula Page 25	Spray Buff 2000™ | 1 gal.	Pro-Link, Inc.	06748	06748	4/cs.	$ 64.89	25%	$ 48.67
Chemicals AmFormula Page 25	Spray Buff 2000™ | 30 gal.	Pro-Link, Inc.	06749	06749	1/ea.	$ 573.06	25%	$ 429.80
Chemicals AmFormula Page 25	Eliminator | 5 gal.	Pro-Link, Inc.	06764	06764	1/ea.	$ 216.05	25%	$ 162.04
Chemicals AmFormula Page 25	Bottom Line™ | 5 gal.	Pro-Link, Inc.	06765	06765	1/ea.	$ 125.69	25%	$ 94.27
Chemicals AmFormula Page 25	Preference™ | 5 gal.	Pro-Link, Inc.	06769	06769	1/ea.	$ 74.19	25%	$ 55.64
Chemicals AmFormula Page 25	Refresh™ | 5 gal.	Pro-Link, Inc.	06771	06771	1/ea.	$ 85.39	25%	$ 64.04
Chemicals AmFormula Page 25	Stripper Booster | 22 oz.	Pro-Link, Inc.	08668	08668	12/cs.	$ 183.25	25%	$ 137.44
Chemicals AmFormula Page 25	Spray Buff 2000™ | 5 gal.	Pro-Link, Inc.	08733	08733	1/ea.	$ 105.39	25%	$ 79.04
Chemicals AmFormula Page 25	Spray Buff 2000™ | 1 qt.	Pro-Link, Inc.	08983	08983	12/cs.	$ 85.44	25%	$ 64.08
Chemicals AmFormula Page 25	MegaStrip™ | 5 gal.	Pro-Link, Inc.	10686	10686	1/ea.	$ 102.45	25%	$ 76.84
Chemicals AmFormula Page 25	MegaStrip™ | 1 gal.	Pro-Link, Inc.	10703	10703	4/cs.	$ 89.08	25%	$ 66.81
Chemicals AmFormula Page 25	Top Scrub | 1 gal.	Pro-Link, Inc.	13601	13601	4/cs.	$ 97.79	25%	$ 73.34
Chemicals AmFormula Page 25	Top Scrub | 5 gal.	Pro-Link, Inc.	13602	13602	1/ea.	$ 116.56	25%	$ 87.42
Chemicals AmFormula Page 25	Neutral Zone | 5 gal.	Pro-Link, Inc.	13644	13644	1/ea.	$ 120.75	25%	$ 90.56
Chemicals AmFormula Page 25	Neutral Zone | 1 gal.	Pro-Link, Inc.	13664	13664	4/cs.	$ 87.20	25%	$ 65.40
Chemicals AmFormula Page 26	Preference-Q™ | 1 gal.	Pro-Link, Inc.	06736	06736	4/cs.	$ 107.39	25%	$ 80.54
Chemicals AmFormula Page 26	Detail Plus™ | 1 gal.	Pro-Link, Inc.	06742	06742	4/cs.	$ 90.33	25%	$ 67.75
Chemicals AmFormula Page 26	Detail Plus™ | 30 gal. Drum	Pro-Link, Inc.	06743	06743	1/ea.	$ 532.07	25%	$ 399.05
Chemicals AmFormula Page 26	Preference-Q™ | 5 gal.	Pro-Link, Inc.	06770	06770	1/ea.	$ 112.96	25%	$ 84.72
Chemicals AmFormula Page 26	Detail Plus™ | 5 gal.	Pro-Link, Inc.	06775	06775	1/ea.	$ 102.89	25%	$ 77.17
Chemicals AmFormula Page 26	Warrior NB Plus | 1 gal.	Pro-Link, Inc.	06915	06915	4/cs.	$ 68.52	25%	$ 51.39

Chemicals AmFormula Page 26	Warrior NB Plus | 5 gal.	Pro-Link, Inc.	06916	06916	1/ea.	$ 87.11	25%	$ 65.33
Chemicals AmFormula Page 26	Spray Mate| 32 oz.	Pro-Link, Inc.	08667	08667	12/cs.	$ 84.94	25%	$ 63.71
Chemicals AmFormula Page 26	Spray Mate| 1 gal.	Pro-Link, Inc.	08734	08734	4/cs.	$ 99.24	25%	$ 74.43
Chemicals AmFormula Page 26	Warrior NB Plus | 30 gal. Drum	Pro-Link, Inc.	10026	10026	1/ea.	$ 625.30	25%	$ 468.98
Chemicals AmFormula Page 26	Pro Orange® | 1 qt. RTU	Pro-Link, Inc.	10599	10599	12/cs.	$ 94.68	25%	$ 71.01
Chemicals AmFormula Page 26	Pro Orange® | 1 gal. Concentrate	Pro-Link, Inc.	10629	10629	4/cs.	$ 178.33	25%	$ 133.75
Chemicals AmFormula Page 26	Spray Mate| 5 gal.	Pro-Link, Inc.	10894	10894	1/ea.	$ 111.25	25%	$ 83.44
Chemicals AmFormula Page 26	Pro Orange® | 5 gal.	Pro-Link, Inc.	11931	11931	1/ea.	$ 200.35	25%	$ 150.26
Chemicals AmFormula Page 26	BioLink Ammonia-Free Glass Cleaner | 1/2 gal.	Pro-Link, Inc.	12614	12614	4/cs.	$ 147.62	25%	$ 110.72
Chemicals AmFormula Page 26	BioLink Ammonia-Free Glass Cleaner | 1 qt.	Pro-Link, Inc.	12616	12616	12/cs.	$ 76.28	25%	$ 57.21
Chemicals AmFormula Page 26	BioLink Stainless Steel Cleaner | 1 qt.	Pro-Link, Inc.	12637	12637	12/cs.	$ 150.40	25%	$ 112.80
Chemicals AmFormula Page 26	Magnífico - Lavender Multi-Purpose Cleaner | 1 qt.	Pro-Link, Inc.	15975	15975	12/cs.	$ 84.21	25%	$ 63.16
Chemicals AmFormula Page 26	Magnífico - Lavender Multi-Purpose Cleaner | 1 gal.	Pro-Link, Inc.	15976	15976	4/cs.	$ 107.65	25%	$ 80.74
Chemicals AmFormula Page 27	Glass Cleaners | Link 2000, 1 gal.	Pro-Link, Inc.	06733	06733	4/cs.	$ 77.79	25%	$ 58.34
Chemicals AmFormula Page 27	Glass Cleaners | Link 2000, 5 gal.	Pro-Link, Inc.	06773	06773	1/ea.	$ 112.38	25%	$ 84.28
Chemicals AmFormula Page 27	Promise All Purpose Spray & Wipe Cleaner | 32 oz. Bottle	Pro-Link, Inc.	10081	10081	12/cs.	$ 89.76	25%	$ 67.32
Chemicals AmFormula Page 27	Odor Lock | 32 oz. Bottle	Pro-Link, Inc.	15926	15926	12/cs.	$ 197.11	25%	$ 147.83
Chemicals AmFormula Page 27	Shower Power | Mountain Fresh Odor	Pro-Link, Inc.	177020	177020	12 Qts./cs.	$ 80.19	25%	$ 60.14
Chemicals AmFormula Page 27	Creme Cleanser | 32 oz. Bottle	Pro-Link, Inc.	R001	R001	12/cs.	$ 85.62	25%	$ 64.22
Chemicals AmFormula Page 27	Liquid Enzymes | 32 oz. Bottle	Pro-Link, Inc.	R002	R002	12/cs.	$ 104.66	25%	$ 78.49
Chemicals AmFormula Page 27	Liquid Enzymes | 1 gal.	Pro-Link, Inc.	R0021	R0021	4/cs.	$ 130.33	25%	$ 97.75
Chemicals AmFormula Page 27	Liquid Enzymes | 5 gal.	Pro-Link, Inc.	R0025	R0025	1/ea.	$ 151.62	25%	$ 113.72
Chemicals AmFormula Page 27	Glass Cleaners | RTU, 32 oz. Bottle	Pro-Link, Inc.	R009	R009	12/cs.	$ 66.38	25%	$ 49.78
Chemicals AmFormula Page 27	Glass Cleaners | RTU, 5 gal.	Pro-Link, Inc.	R0095	R0095	1/ea.	$ 112.91	25%	$ 84.68
Chemicals AmFormula Page 27	Glass Cleaners | RTU, 55 gal.	Pro-Link, Inc.	R00955	R00955	1/ea.	$ 1,201.42	25%	$ 901.07
Chemicals AmFormula Page 27	9.5% Clinging Bowl Cleaner | 32 oz. Bottle	Pro-Link, Inc.	R095	R095	12/cs.	$ 69.72	25%	$ 52.29
Chemicals AmFormula Page 27	9.5% Clinging Bowl Cleaner | 5 gal.	Pro-Link, Inc.	R09505	R09505	1/ea.	$ 127.41	25%	$ 95.56
Chemicals AmFormula Page 27	Total Restroom (20% Phosphoric) Bowl Cleaner | 32 oz. Bottle	Pro-Link, Inc.	R200	R200	12/cs.	$ 87.95	25%	$ 65.96
Chemicals AmFormula Page 27	Total Restroom (20% Phosphoric) Bowl Cleaner | 5 gal.	Pro-Link, Inc.	R2005	R2005	1/ea.	$ 167.79	25%	$ 125.84
Chemicals AmFormula Page 27	23% Heavy-Duty Bowl Cleaner | 32 oz. Bottle	Pro-Link, Inc.	R230	R230	12/cs.	$ 77.74	25%	$ 58.31
Chemicals AmFormula Page 28	First Choice™ | 1 gal.	Pro-Link, Inc.	06102	06102	4/cs.	$ 125.25	25%	$ 93.94
Chemicals AmFormula Page 28	First Choice™ | 5 gal.	Pro-Link, Inc.	06103	06103	1/ea.	$ 147.44	25%	$ 110.58
Chemicals AmFormula Page 28	Sledge Hammer™ | 1 gal.	Pro-Link, Inc.	06104	06104	4/cs.	$ 226.47	25%	$ 169.85
Chemicals AmFormula Page 28	Defoamer | 1 gal.	Pro-Link, Inc.	06110	06110	4/cs.	$ 181.67	25%	$ 136.25
Chemicals AmFormula Page 28	Carpet Protector | 1 gal.	Pro-Link, Inc.	06112	06112	4/cs.	$ 409.29	25%	$ 306.97
Chemicals AmFormula Page 28	All Purpose Carpet Spotter | 32 oz. Bottle	Pro-Link, Inc.	06118	06118	12/cs.	$ 175.62	25%	$ 131.72
Chemicals AmFormula Page 28	All Purpose Carpet Spotter | 1 gal.	Pro-Link, Inc.	06119	06119	4/cs.	$ 140.09	25%	$ 105.07
Chemicals AmFormula Page 28	Laser 1™ Oxidized Oil Remover #1 | 22 oz. Bottle	Pro-Link, Inc.	06123	06123	12/cs.	$ 227.67	25%	$ 170.75
Chemicals AmFormula Page 28	Laser 1™ Oxidized Oil Remover #1 | 1 gal.	Pro-Link, Inc.	06124	06124	4/cs.	$ 538.66	25%	$ 403.99
Chemicals AmFormula Page 28	Last Touch II™ | 1 gal.	Pro-Link, Inc.	06140	06140	4/cs.	$ 149.25	25%	$ 111.94
Chemicals AmFormula Page 28	Last Touch II™ | 30 gal.	Pro-Link, Inc.	0621230	0621230	1/ea.	$ 1,253.58	25%	$ 940.18
Chemicals AmFormula Page 28	Grout Cleaner | 1 gal.	Pro-Link, Inc.	10046	10046	4/cs.	$ 121.32	25%	$ 90.99
Chemicals AmFormula Page 28	Grout Brightener | 1 gal.	Pro-Link, Inc.	10048	10048	4/cs.	$ 151.27	25%	$ 113.45
Chemicals AmFormula Page 28	Grout Shield | 1 gal.	Pro-Link, Inc.	10050	10050	4/cs.	$ 169.32	25%	$ 126.99
Chemicals AmFormula Page 28	Knock Out BWD | 5 gal. Pail	Pro-Link, Inc.	10353	10353	1/ea.	$ 190.00	25%	$ 142.50
Chemicals AmFormula Page 28	Knock Out BWD | 30 gal.	Pro-Link, Inc.	10354	10354	1/ea.	$ 1,489.86	25%	$ 1,117.40
Chemicals AmFormula Page 28	Knock Out BWD | 55 gal. Drum	Pro-Link, Inc.	10355	10355	1/ea.	$ 1,963.88	25%	$ 1,472.91
Chemicals AmFormula Page 28	Knock Out BWD | Pail Pump	Pro-Link, Inc.	YA5150	YA5150	1/ea.	$ 693.72	25%	$ 520.29
Chemicals AmFormula Page 29	Single Pass™ | 1 gal.	Pro-Link, Inc.	06100	06100	4/cs.	$ 161.67	25%	$ 121.25
Chemicals AmFormula Page 29	Single Pass™ | 5 gal.	Pro-Link, Inc.	06101	06101	1/ea.	$ 246.25	25%	$ 184.68
Chemicals AmFormula Page 29	Spin Shield™ | 1 gal.	Pro-Link, Inc.	06106	06106	4/cs.	$ 208.89	25%	$ 156.67
Chemicals AmFormula Page 29	Spin Shield™ | 5 gal.	Pro-Link, Inc.	06107	06107	1/ea.	$ 239.84	25%	$ 179.88
Chemicals AmFormula Page 29	Roto-Pro Rotary Carpet Shampoo | 1 gal.	Pro-Link, Inc.	06108	06108	4/cs.	$ 193.46	25%	$ 145.09
Chemicals AmFormula Page 29	Tannin Treatment #2 | 22 oz. Bottle	Pro-Link, Inc.	06126	06126	12/cs.	$ 105.74	25%	$ 79.31
Chemicals AmFormula Page 29	Protein Spotter #3 | 22 oz. Bottle	Pro-Link, Inc.	06127	06127	12/cs.	$ 159.36	25%	$ 119.52
Chemicals AmFormula Page 29	Rust Remover | 22 oz. Bottle	Pro-Link, Inc.	06128	06128	12/cs.	$ 171.48	25%	$ 128.61
Chemicals AmFormula Page 29	Urine Remover & Deodorizer | 22 oz. Bottle	Pro-Link, Inc.	06134	06134	12/cs.	$ 185.93	25%	$ 139.45
Chemicals AmFormula Page 29	Tannin Treatment #2 | 1 gal.	Pro-Link, Inc.	06150	06150	4/cs.	$ 113.22	25%	$ 84.92
Chemicals AmFormula Page 29	Single Pass™ | 55 gal.	Pro-Link, Inc.	06209	06209	1/ea.	$ 2,451.21	25%	$ 1,838.41
Chemicals AmFormula Page 29	Professional Coffee Spray | 32 oz. Bottle	Pro-Link, Inc.	08487	08487	12/cs.	$ 140.26	25%	$ 105.19
Chemicals AmFormula Page 29	Single Pass II | 5 gal.	Pro-Link, Inc.	110015	110015	1/ea.	$ 354.37	25%	$ 265.78
Chemicals AmFormula Page 29	Single Pass II | 55 gal.	Pro-Link, Inc.	1100155	1100155	1/ea.	$ 3,701.50	25%	$ 2,776.13
Chemicals AmFormula Page 30	Knock Out ™ Water-Soluble Deodorants - 1 Gal. | Cherry Fragrance	Pro-Link, Inc.	06115	06115	4/cs.	$ 172.45	25%	$ 129.34
Chemicals AmFormula Page 30	Air Neutralizer | 32 oz. Bottle	Pro-Link, Inc.	06117	06117	12/cs.	$ 223.60	25%	$ 167.70
Chemicals AmFormula Page 30	Gum, Tar & Grease Remover | 22 oz. Bottle	Pro-Link, Inc.	06121	06121	12/cs.	$ 412.28	25%	$ 309.21
Chemicals AmFormula Page 30	P.O.G. Paint, Oil & Grease Remover | 22 oz. Bottle	Pro-Link, Inc.	06122	06122	12/cs.	$ 249.25	25%	$ 186.94
Chemicals AmFormula Page 30	Knock Out ™ Water-Soluble Deodorants - 1 Gal. | Spring Fresh Fragrance	Pro-Link, Inc.	06131	06131	4/cs.	$ 172.45	25%	$ 129.34
Chemicals AmFormula Page 30	Professional Spotting Kit | Spotting Kit	Pro-Link, Inc.	06135	06135	1/ea.	$ 354.24	25%	$ 265.68
Chemicals AmFormula Page 30	Knock Out ™ Water-Soluble Deodorants - 1 Gal. | Apple Fragrance	Pro-Link, Inc.	06271	06271	4/cs.	$ 172.45	25%	$ 129.34
Chemicals AmFormula Page 30	Knock Out ™ Water-Soluble Deodorants - 1 Gal. | Orange Fragrance	Pro-Link, Inc.	08276	08276	4/cs.	$ 172.45	25%	$ 129.34
Chemicals AmFormula Page 30	Specialty 22 oz. Stain Removers | Enz-Pro Blood Remover	Pro-Link, Inc.	08953	08953	12/cs.	$ 209.18	25%	$ 156.88
Chemicals AmFormula Page 30	Specialty 22 oz. Stain Removers | Ink Remover	Pro-Link, Inc.	08956	08956	12/cs.	$ 214.52	25%	$ 160.89
Chemicals AmFormula Page 30	Specialty 22 oz. Stain Removers | Red Dye Remover	Pro-Link, Inc.	08962	08962	12/cs.	$ 107.84	25%	$ 80.88
Chemicals AmFormula Page 30	Odor Out Smoke Control | 32 oz. Bottle	Pro-Link, Inc.	10127	10127	12/cs.	$ 106.31	25%	$ 79.73
Chemicals AmFormula Page 30	Carpet Care 3000 (Includes: 1 gallon Sledge Hammer, 2 gallons Single Pass and 1 gal	Pro-Link, Inc.	16160	16160	4/cs.	$ 166.56	25%	$ 124.92
Chemicals AmFormula Page 30	Professional Spotting Kit | Bone Scraper	Pro-Link, Inc.	3013RS	3013RS	1/ea.	$ 14.64	25%	$ 10.98
Chemicals AmFormula Page 30	Professional Spotting Kit | Needle	Pro-Link, Inc.	NDL06135	NDL06135	1/ea.	$ 0.61	25%	$ 0.46
Chemicals AmFormula Page 30	Professional Spotting Kit | 60 cc Syringe	Pro-Link, Inc.	SYN06135	SYN06135	1/ea.	$ 8.71	25%	$ 6.53
Chemicals CleanCore Page 31	Disinfecting Tablets	Pro-Link, Inc.	IP-500-GK-CDT6.55	IP-500-GK-CDT6.55	Case: 6/120 tabs	Call	25%	
Chemicals Genesan Page 32	Surface Cleaner | Delta Ultra | 5 Liter	Pro-Link, Inc.	GEN04	GEN04	4/5L	$ 274.47	25%	$ 205.85
Chemicals Genesan Page 32	Biological Restroom Cleaner | 6/1 Liter	Pro-Link, Inc.	GEN1201	GEN1201	6/1L	$ 329.27	25%	$ 246.95
Chemicals Genesan Page 32	Biological Restroom Cleaner | 5 Liter	Pro-Link, Inc.	GEN132	GEN132	2/5L	$ 471.67	25%	$ 353.75
Chemicals Genesan Page 32	Floor Care | Linpol Green | Closed LP 5 Liter	Pro-Link, Inc.	GEN165	GEN165	2/5L	$ 186.12	25%	$ 139.59
Chemicals Genesan Page 32	Surface Cleaner | Delta Ultra | Closed LP 5 Liter	Pro-Link, Inc.	GEN169	GEN169	2/5L	$ 164.09	25%	$ 123.07
Chemicals Genesan Page 32	Biological Restroom Cleaner | Closed LP 5 Liter	Pro-Link, Inc.	GEN170	GEN170	2/5L	$ 540.28	25%	$ 405.21
Chemicals Genesan Page 32	Biological Restroom Cleaner | Pod Tipped 1:64	Pro-Link, Inc.	GEN211	GEN211	4/2L	$ 439.04	25%	$ 329.28
Chemicals Genesan Page 32	Surface Cleaner | Delta Ultra | Pod Untipped	Pro-Link, Inc.	GEN212	GEN212	4/2L	$ 164.54	25%	$ 123.41
Chemicals Genesan Page 32	Biological Restroom Cleaner | Pod Untipped	Pro-Link, Inc.	GEN224BPS	GEN224BPS	4/2L	$ 439.04	25%	$ 329.28
Chemicals Genesan Page 32	Floor Care | Linpol Green | Green Ad - Pod Untipped	Pro-Link, Inc.	GEN226BPS	GEN226BPS	4/2L	$ 163.18	25%	$ 122.39
Chemicals Genesan Page 32	Biological Restroom Cleaner | Squeeze & Pour	Pro-Link, Inc.	GEN65	GEN65	6/2L	$ 560.64	25%	$ 420.48
Chemicals Genesan Page 32	Surface Cleaner | Delta Ultra | Squeeze & Pour	Pro-Link, Inc.	GEN73	GEN73	6/2L	$ 179.67	25%	$ 134.75
Chemicals Genesan Page 32	Floor Care | Linpol Gloss | Closed LP 5 Liter	Pro-Link, Inc.	GEN844	GEN844	2/5L	$ 165.27	25%	$ 123.95
Chemicals Genesan Page 32	Floor Care | Linpol Gloss | Pod	Pro-Link, Inc.	GEN853	GEN853	4/2L	$ 161.39	25%	$ 121.04
Chemicals Genesan Page 32	Floor Care | Linpol Gloss | Drum	Pro-Link, Inc.	GEN854	GEN854	4/2L	$ 3,406.88	25%	$ 2,555.16
Chemicals Genesan Page 32	Floor Care | Linpol Green | Green Ad	Pro-Link, Inc.	GEN857	GEN857	4/5L	$ 324.96	25%	$ 243.72
Chemicals Genesan Page 32	Floor Care | Linpol Green | Green Ad Drum	Pro-Link, Inc.	GEN885	GEN885	200 Liter Drum	$ 2,543.05	25%	$ 1,907.29
ChemicalsMISCO Page 8	New Brilliance High Solids Acrylic Floor Finish 25% solids	Pro-Link, Inc.	B17002	B17002	1-5 gal Bucket	$ 219.10	25%	$ 164.33
ChemicalsMISCO Page 9	Neutral Cleaner Pro For any floor maintenance program Mop or AutoScrub	Pro-Link, Inc.	B17004	B17004	2-3Ltr Bot/cs	$ 127.21	25%	$ 95.41
ChemicalsMISCO Page 10	Floor Restorer Pro - High Speed Restorer	Pro-Link, Inc.	B17005	B17005	2-3Ltr Bot/cs	$ 246.10	25%	$ 184.58
ChemicalsMISCO Page 18	Green Lightening Rinse FREE Floor Stripper Low Oder Green Cert	Pro-Link, Inc.	B14115	B14115	1-5 gal Bucket	$ 146.07	25%	$ 109.55
Chemicals 3M Page 18	24A 3 in 1 Floor Cleaner Concentrate	Pro-Link, Inc.	24A	24A	4-1/2 gal/cs	$ 340.78	25%	$ 255.59
Chemicals 3M Page 19	Scotchgard Low Maintenance 25	Pro-Link, Inc.	59278	59278	2- 2 1/2 gal/cs	$ 293.71	25%	$ 220.28
Chemicals 3M Page 20	Neutral Cleaner 3A	Pro-Link, Inc.	3A	3A	4- 1/2 gal/cs	$ 253.19	25%	$ 189.89
Chemicals 3M Page 21	Floor Stripper LO Concentrate 22A	Pro-Link, Inc.	22A	22A	4- 1/2 gal/cs	$ 324.95	25%	$ 243.71

Air Care Page 33	Para Urinal Block & Screen | Cherry 3 oz.	Pro-Link, Inc.	3USPB-F-012I072M-20	3USPB-F-012I072M-20	12 Inner/72 Master	$62.47/$374.82	25%	$46.85/$281.12	
Air Care Page 33	Para Urinal Block & Screen | Lemon 3 oz.	Pro-Link, Inc.	3USPB-F-012I072M-22	3USPB-F-012I072M-22	12 Inner/72 Master	$62.47/$374.82	25%	$46.85/$281.12	
Air Care Page 33	Para Urinal Block & Screen | Cherry No Dye 3 oz.	Pro-Link, Inc.	3USPB-F-012I072M-65	3USPB-F-012I072M-65	12 Inner/72 Master	$62.47/$374.82	25%	$46.85/$281.12	
Air Care Page 33	Para Urinal Block & Screen | Cherry Double Dye 3 oz.	Pro-Link, Inc.	3USPB-F-012I072M-99	3USPB-F-012I072M-99	12 Inner/72 Master	$62.47/$374.82	25%	$46.85/$281.12	
Air Care Page 33	Wave 3D Urinal Screen | Spiced Apple	Pro-Link, Inc.	3WDS-F-010I060M-01	3WDS-F-010I060M-01	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Cucumber Melon	Pro-Link, Inc.	3WDS-F-010I060M-02	3WDS-F-010I060M-02	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Honeysuckle	Pro-Link, Inc.	3WDS-F-010I060M-03	3WDS-F-010I060M-03	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Mango	Pro-Link, Inc.	3WDS-F-010I060M-04	3WDS-F-010I060M-04	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Herbal Mint	Pro-Link, Inc.	3WDS-F-010I060M-05	3WDS-F-010I060M-05	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Cotton Blossom	Pro-Link, Inc.	3WDS-F-010I060M-06	3WDS-F-010I060M-06	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Ocean Mist	Pro-Link, Inc.	3WDS-F-010I060M-08	3WDS-F-010I060M-08	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Kiwi Grapefruit	Pro-Link, Inc.	3WDS-F-010I060M-09	3WDS-F-010I060M-09	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Citrus	Pro-Link, Inc.	3WDS-F-010I060M-10	3WDS-F-010I060M-10	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Fabulous	Pro-Link, Inc.	3WDS-F-010I060M-11	3WDS-F-010I060M-11	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Mango Clear	Pro-Link, Inc.	3WDS-F-010I060M-17	3WDS-F-010I060M-17	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Wave 3D Urinal Screen | Wintergreen	Pro-Link, Inc.	3WDS-F-010I060M-23	3WDS-F-010I060M-23	10 Inner/60 Master	$48.04/$288.24	25%	$36.03/$216.18	
Air Care Page 33	Para Urinal Block & Screen | Cherry 4 oz.	Pro-Link, Inc.	4USPB-F-012I072M-20	4USPB-F-012I072M-20	12 Inner/72 Master	$73.77/$442.62	25%	$55.33/$331.97	
Air Care Page 33	Para Urinal Block & Screen | Lemon 4 oz.	Pro-Link, Inc.	4USPB-F-012I072M-22	4USPB-F-012I072M-22	12 Inner/72 Master	$73.77/$442.62	25%	$55.33/$331.97	
Air Care Page 33	Para Urinal Block & Screen | Cherry No Dye 4 oz.	Pro-Link, Inc.	4USPB-F-012I072M-65	4USPB-F-012I072M-65	12 Inner/72 Master	$73.77/$442.62	25%	$55.33/$331.97	
Air Care Page 33	Eco Bowl Clip | Spiced Apple	Pro-Link, Inc.	EBC-F-012I072M-01	EBC-F-012I072M-01	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Cucumber Melon	Pro-Link, Inc.	EBC-F-012I072M-02	EBC-F-012I072M-02	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Honeysuckle	Pro-Link, Inc.	EBC-F-012I072M-03	EBC-F-012I072M-03	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Mango	Pro-Link, Inc.	EBC-F-012I072M-04	EBC-F-012I072M-04	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Herbal Mint	Pro-Link, Inc.	EBC-F-012I072M-05	EBC-F-012I072M-05	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Cotton Blossom	Pro-Link, Inc.	EBC-F-012I072M-06	EBC-F-012I072M-06	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Ocean Mist	Pro-Link, Inc.	EBC-F-012I072M-08	EBC-F-012I072M-08	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Kiwi Grapefruit	Pro-Link, Inc.	EBC-F-012I072M-09	EBC-F-012I072M-09	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Citrus	Pro-Link, Inc.	EBC-F-012I072M-10	EBC-F-012I072M-10	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Eco Bowl Clip | Fabulous	Pro-Link, Inc.	EBC-F-012I072M-11	EBC-F-012I072M-11	12 Inner/72 Master	$55.42/$332.52	25%	$41.57/$249.39	
Air Care Page 33	Slant7 with Terminator Technology | Forest	Pro-Link, Inc.	S7-F-005I030M-82-AAA10-00	S7-F-005I030M-82-AAA10-00	10 Inner/60 Master	$38.45/$230.70	25%	$28.84/$173.03	
Air Care Page 33	Tidal Wave Urinal Screen | Spiced Apple	Pro-Link, Inc.	TWDS-F-006I036M-01	TWDS-F-006I036M-01	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Cucumber Melon	Pro-Link, Inc.	TWDS-F-006I036M-02	TWDS-F-006I036M-02	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Honeysuckle	Pro-Link, Inc.	TWDS-F-006I036M-03	TWDS-F-006I036M-03	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Mango	Pro-Link, Inc.	TWDS-F-006I036M-04	TWDS-F-006I036M-04	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Herbal Mint	Pro-Link, Inc.	TWDS-F-006I036M-05	TWDS-F-006I036M-05	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Cotton Blossom	Pro-Link, Inc.	TWDS-F-006I036M-06	TWDS-F-006I036M-06	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Fabulous	Pro-Link, Inc.	TWDS-F-006I036M-11	TWDS-F-006I036M-11	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 33	Tidal Wave Urinal Screen | Coastal	Pro-Link, Inc.	TWDS-F-006I036M-13	TWDS-F-006I036M-13	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	

Air Care Page 33	Tidal Wave Urinal Screen | Fresh Bloom	Pro-Link, Inc.	TWDS-F-006I036M-15	TWDS-F-006I036M-15	6 Inner/36 Master	$62.94/$377.64	25%	$47.21/$283.20	
Air Care Page 34	Easy Fresh | Spiced Apple	Pro-Link, Inc.	EFA1-F-012I072M-01	EFA1-F-012I072M-01	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Cucumber Melon	Pro-Link, Inc.	EFA1-F-012I072M-02	EFA1-F-012I072M-02	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Honeysuckle	Pro-Link, Inc.	EFA1-F-012I072M-03	EFA1-F-012I072M-03	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Mango	Pro-Link, Inc.	EFA1-F-012I072M-04	EFA1-F-012I072M-04	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Herbal Mint	Pro-Link, Inc.	EFA1-F-012I072M-05	EFA1-F-012I072M-05	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Cotton Blossom	Pro-Link, Inc.	EFA1-F-012I072M-06	EFA1-F-012I072M-06	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Ocean Mist	Pro-Link, Inc.	EFA1-F-012I072M-08	EFA1-F-012I072M-08	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Kiwi Grapefruit	Pro-Link, Inc.	EFA1-F-012I072M-09	EFA1-F-012I072M-09	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Citrus	Pro-Link, Inc.	EFA1-F-012I072M-10	EFA1-F-012I072M-10	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Fabulous	Pro-Link, Inc.	EFA1-F-012I072M-11	EFA1-F-012I072M-11	6 Inner/36 Master	$94.50/$567.00	25%	$70.88/$425.25	
Air Care Page 34	Easy Fresh | Easy Fresh CAB	Pro-Link, Inc.	EFCABA1-F-000I012M	EFCABA1-F-000I012M	6 Inner/36 Master	$10.68	25%	$ 8.01	
Air Care Page 34	Refresh 2.0 | Spiced Apple	Pro-Link, Inc.	2REF-F-012I072M-01	2REF-F-012I072M-01	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Cucumber Melon	Pro-Link, Inc.	2REF-F-012I072M-02	2REF-F-012I072M-02	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Mango	Pro-Link, Inc.	2REF-F-012I072M-04	2REF-F-012I072M-04	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Citrus	Pro-Link, Inc.	2REF-F-012I072M-10	2REF-F-012I072M-10	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Sun Ripened Raspberry	Pro-Link, Inc.	2REF-F-012I072M-14	2REF-F-012I072M-14	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Cherry	Pro-Link, Inc.	2REF-F-012I072M-20	2REF-F-012I072M-20	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Springtime	Pro-Link, Inc.	2REF-F-012I072M-21	2REF-F-012I072M-21	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Refresh 2.0 | Green Apple	Pro-Link, Inc.	2REF-F-012I072M-26	2REF-F-012I072M-26	6 Inner/36 Master	$78.16/$468.96	25%	$58.62/$351.72	
Air Care Page 34	Curve | Spiced Apple	Pro-Link, Inc.	CURV-F-010I060M-01	CURV-F-010I060M-01	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Cucumber Melon	Pro-Link, Inc.	CURV-F-010I060M-02	CURV-F-010I060M-02	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Herbal Mint	Pro-Link, Inc.	CURV-F-010I060M-05	CURV-F-010I060M-05	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Cotton Blossom	Pro-Link, Inc.	CURV-F-010I060M-06	CURV-F-010I060M-06	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Kiwi Grapefruit	Pro-Link, Inc.	CURV-F-010I060M-09	CURV-F-010I060M-09	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Citrus	Pro-Link, Inc.	CURV-F-010I060M-10	CURV-F-010I060M-10	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Fabulous	Pro-Link, Inc.	CURV-F-010I060M-11	CURV-F-010I060M-11	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Curve | Mango Clear	Pro-Link, Inc.	CURV-F-010I060M-17	CURV-F-010I060M-17	10 Inner/60 Master	$46.77/$280.62	25%	$35.08/$210.47	
Air Care Page 34	Eco-Air | Dispenser White	Pro-Link, Inc.	EACAB-F-000I012M	EACAB-F-000I012M	6 Inner/36 Master	$10.68	25%	$ 8.01	
Air Care Page 34	Eco-Air | Spiced Apple	Pro-Link, Inc.	EA-F-006I036M-01	EA-F-006I036M-01	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Cucumber Melon	Pro-Link, Inc.	EA-F-006I036M-02	EA-F-006I036M-02	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Honeysuckle	Pro-Link, Inc.	EA-F-006I036M-03	EA-F-006I036M-03	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Mango	Pro-Link, Inc.	EA-F-006I036M-04	EA-F-006I036M-04	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Herbal Mint	Pro-Link, Inc.	EA-F-006I036M-05	EA-F-006I036M-05	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Cotton Blossom	Pro-Link, Inc.	EA-F-006I036M-06	EA-F-006I036M-06	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Kiwi Grapefruit	Pro-Link, Inc.	EA-F-006I036M-09	EA-F-006I036M-09	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Citrus	Pro-Link, Inc.	EA-F-006I036M-10	EA-F-006I036M-10	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Fabulous	Pro-Link, Inc.	EA-F-006I036M-11	EA-F-006I036M-11	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	
Air Care Page 34	Eco-Air | Tropical	Pro-Link, Inc.	EA-F-006I036M-12	EA-F-006I036M-12	6 Inner/36 Master	$52.89/$317.34	25%	$39.67/$238	

Air Care Page 34	myfresh | Dispenser	Pro-Link, Inc.	MYCAB-F-000I006M	MYCAB-F-000I006M	6 Master	$22.77	25%	$ 17.08	
Air Care Page 34	myfresh | Spiced Apple	Pro-Link, Inc.	MYF-F-006I036M-01	MYF-F-006I036M-01	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Cucumber Melon	Pro-Link, Inc.	MYF-F-006I036M-02	MYF-F-006I036M-02	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Mango	Pro-Link, Inc.	MYF-F-006I036M-04	MYF-F-006I036M-04	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Cotton Blossom	Pro-Link, Inc.	MYF-F-006I036M-06	MYF-F-006I036M-06	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Summer Sunshine	Pro-Link, Inc.	MYF-F-006I036M-25	MYF-F-006I036M-25	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Seaside Breeze	Pro-Link, Inc.	MYF-F-006I036M-54	MYF-F-006I036M-54	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Coconut Vanilla	Pro-Link, Inc.	MYF-F-006I036M-72	MYF-F-006I036M-72	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 34	myfresh | Alpine Forest	Pro-Link, Inc.	MYF-F-006I036M-89	MYF-F-006I036M-89	6 Inner/36 Master	$30.76/$184.56	25%	$23.07/$138.42	
Air Care Page 35	ourfresh | Spiced Apple	Pro-Link, Inc.	OFB-F-008I048M-01	OFB-F-008I048M-01	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Cucumber Melon	Pro-Link, Inc.	OFB-F-008I048M-02	OFB-F-008I048M-02	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Mango	Pro-Link, Inc.	OFB-F-008I048M-04	OFB-F-008I048M-04	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Cotton Blossom	Pro-Link, Inc.	OFB-F-008I048M-06	OFB-F-008I048M-06	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Kiwi Grapefruit	Pro-Link, Inc.	OFB-F-008I048M-09	OFB-F-008I048M-09	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Summer Sunshine	Pro-Link, Inc.	OFB-F-008I048M-25	OFB-F-008I048M-25	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Coconut Vanilla	Pro-Link, Inc.	OFB-F-008I048M-72	OFB-F-008I048M-72	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Spa Minerals	Pro-Link, Inc.	OFB-F-008I048M-88	OFB-F-008I048M-88	8 Inner/48 Master	$88.86/$533.16	25%	$66.65/$399.87	
Air Care Page 35	ourfresh | Dispenser	Pro-Link, Inc.	OFCAB-F-000I0M-12	OFCAB-F-000I0M-12	12 Master	$41.40/$248.40	25%	$31.05/$186.30	
Air Care Page 35	ourfreshe | Dispenser	Pro-Link, Inc.	OFE-F-000I006M	OFE-F-000I006M	6 Master	$51.75	25%	$ 38.81	
Air Care Page 35	ourfreshe | Spiced Apple	Pro-Link, Inc.	OFENB-F-006I036M-01	OFENB-F-006I036M-01	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Cucumber Melon	Pro-Link, Inc.	OFENB-F-006I036M-02	OFENB-F-006I036M-02	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Cotton Blossom	Pro-Link, Inc.	OFENB-F-006I036M-06	OFENB-F-006I036M-06	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Summer Sunshine	Pro-Link, Inc.	OFENB-F-006I036M-25	OFENB-F-006I036M-25	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Coconut Vanilla	Pro-Link, Inc.	OFENB-F-006I036M-72	OFENB-F-006I036M-72	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Morning Lavender	Pro-Link, Inc.	OFENB-F-006I036M-78	OFENB-F-006I036M-78	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	ourfreshe | Spa Minerals	Pro-Link, Inc.	OFENB-F-006I036M-88	OFENB-F-006I036M-88	6 Inner/36 Master	$61.93/$371.58	25%	$46.45/$278.69	
Air Care Page 35	Odor-Out | Lemon	Pro-Link, Inc.	OOC-F-012I048M-22	OOC-F-012I048M-22	12 Inner/48 Master	$91.67/$366.68	25%	$68.75/$275.01	
Air Care Page 35	Odor-Out | Bouquet	Pro-Link, Inc.	OOC-F-012I048M-57	OOC-F-012I048M-57	12 Inner/48 Master	$91.67/$366.68	25%	$68.75/$275.01	
Air Care Page 35	Super-Sorb | Lemon - Can	Pro-Link, Inc.	SSC-F-006I024M-22	SSC-F-006I024M-22	12 Inner/48 Master	$97.58/$390.32	25%	$73.19/$292.74	
Air Care Page 35	Super-Sorb | Lemon - Pail	Pro-Link, Inc.	SSD-F-000I001D-22	SSD-F-000I001D-22	12 Inner/48 Master	$1931.14	25%	$ 1,448.36	
Air Care Page 35	Super-Sorb | Lemon - Drum	Pro-Link, Inc.	SSP-F-000I001P-22	SSP-F-000I001P-22	12 Inner/48 Master	$277.76	25%	$ 208.32	
Air Care Page 36	Metered Systems with Ordenone® | Micro Dispenser, White	Pro-Link, Inc.	13333	13333	1/ea.	$ 42.21	25%	$ 31.66	
Air Care Page 36	Metered Systems with Ordenone® | Standard Dispenser, White	Pro-Link, Inc.	13334	13334	1/ea.	$ 42.21	25%	$ 31.66	
Air Care Page 36	Deodorized Urinal Screens | Cherry, Red	Pro-Link, Inc.	1451-50	1451-50	1/dz.	$ 32.92	25%	$ 24.69	
Air Care Page 36	Deodorized Urinal Screens | Bubblegum, Blue	Pro-Link, Inc.	1452-50	1452-50	1/dz.	$ 32.92	25%	$ 24.69	
Air Care Page 36	Eclipse Urinal Screen | Red - Orchard Zing	Pro-Link, Inc.	149036	149036	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Green - Winter Frost	Pro-Link, Inc.	149136	149136	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Purple - Berry Fusion	Pro-Link, Inc.	149236	149236	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Yellow - Citrus Grove	Pro-Link, Inc.	149336	149336	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Blue - Ocean Breeze	Pro-Link, Inc.	149536	149536	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Frost - Cucumber Melon	Pro-Link, Inc.	149736	149736	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Orange - Tropical Mango	Pro-Link, Inc.	159636	159636	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Urinal Screen | Dark Purple - Lavender	Pro-Link, Inc.	159736	159736	36/cs.	$ 130.24	25%	$ 97.68	
Air Care Page 36	Eclipse Clips | Yellow - Citrus Grove	Pro-Link, Inc.	2493	2493	36/cs.	$ 148.66	25%	$ 111.50	
Air Care Page 36	Eclipse Clips | Blue - Ocean Breeze	Pro-Link, Inc.	2495	2495	36/cs.	$ 148.66	25%	$ 111.50	
Air Care Page 36	Eclipse Clips | Green - Cucumber Melon	Pro-Link, Inc.	2497	2497	36/cs.	$ 148.66	25%	$ 111.50	
Air Care Page 36	Eclipse Clips | Orange - Tropical Mango	Pro-Link, Inc.	2596	2596	36/cs.	$ 148.66	25%	$ 111.50	
Air Care Page 36	Eclipse Clips | Dark Purple - Lavender	Pro-Link, Inc.	2597	2597	36/cs.	$ 148.66	25%	$ 111.50	
Air Care Page 36	Urinal Screen | Cherry Fragrance	Pro-Link, Inc.	9400C	9400C	1/dz.	$ 28.00	25%	$ 21.00	
Air Care Page 36	Rim Cages | Green Apple Fragrance	Pro-Link, Inc.	9450G	9450G	1/dz.	$ 38.00	25%	$ 28.50	
Air Care Page 36	Urinal Screen | Spice Fragrance	Pro-Link, Inc.	9480S	9480S	1/dz.	$ 28.00	25%	$ 21.00	
Air Care Page 37	Restroom Floor Mats | Urinal, Gray	Pro-Link, Inc.	1525	1525	6/cs.	$ 78.00	25%	$ 58.50	
Air Care Page 37	Restroom Floor Mats | Urinal, Black	Pro-Link, Inc.	1525-5	1525-5	6/cs.	$ 78.00	25%	$ 58.50	
Air Care Page 37	Restroom Floor Mats | Toilet, Gray	Pro-Link, Inc.	1550	1550	6/cs.	$ 80.00	25%	$ 60.00	
Air Care Page 37	Restroom Floor Mats | Toilet, Black	Pro-Link, Inc.	1550-5	1550-5	6/cs.	$ 80.00	25%	$ 60.00	
Air Care Page 37	Disposable Urinal | Charcoal	Pro-Link, Inc.	1650	1650	6/cs.	$ 114.76	25%	$ 86.07	

Air Care Page 37	WizKid Big A | Black	Pro-Link, Inc.	BIG A-BL	BIG A-BL	24/cs. (4 bx. of 6)	$ 282.00	25%	$ 211.50
Air Care Page 37	WizKid Big A | Gray	Pro-Link, Inc.	BIG A-GR	BIG A-GR	24/cs. (4 bx. of 6)	$ 282.00	25%	$ 211.50
Air Care Page 37	WizKid Big A | Stone Beige	Pro-Link, Inc.	BIG A-STB	BIG A-STB	24/cs. (4 bx. of 6)	$ 282.00	25%	$ 211.50
Air Care Page 37	WizKid Commode | Black	Pro-Link, Inc.	C-20001-BL	C-20001-BL	36/cs. (3 bx. of 12)	$ 333.00	25%	$ 249.75
Air Care Page 37	WizKid Commode | Gray	Pro-Link, Inc.	C-20001-GR	C-20001-GR	36/cs. (3 bx. of 12)	$ 333.00	25%	$ 249.75
Air Care Page 37	WizKid Commode | Stone Beige	Pro-Link, Inc.	C-20001-STB	C-20001-STB	36/cs. (3 bx. of 12)	$ 333.00	25%	$ 249.75
Air Care Page 37	WizKid Multi-Purpose Mat | Black	Pro-Link, Inc.	MPM-BLK	MPM-BLK	36/cs. (3 bx. of 12)	$ 333.00	25%	$ 249.75
Air Care Page 37	WizKid Original Cut Urinal | Black	Pro-Link, Inc.	OR-10001-BL	OR-10001-BL	72/cs. (6 bx. of 12)	$ 558.00	25%	$ 418.50
Air Care Page 37	WizKid Original Cut Urinal | Gray	Pro-Link, Inc.	OR-10001-STB	OR-10001-STB	72/cs. (6 bx. of 12)	$ 558.00	25%	$ 418.50
Air Care Page 37	WizKid Original Cut Urinal | Stone Beige	Pro-Link, Inc.	OR-1001-GR	OR-1001-GR	72/cs. (6 bx. of 12)	$ 558.00	25%	$ 418.50
Air Care Page 37	24"x25' Runner Mat, Black (6 bx. of 1)	Pro-Link, Inc.	RUN-BL24	RUN-BL24	6/cs. (6 bx. of 1)	$ 495.00	25%	$ 371.25
Air Care Page 37	36"x25' Runner Mat, Black (6 bx. of 1)	Pro-Link, Inc.	RUN-BL36	RUN-BL36	6/cs. (6 bx. of 1)	$ 747.00	25%	$ 560.25
Air Care Page 37	36" x 100' Runner Mat, Black	Pro-Link, Inc.	RUN-BL36-100	RUN-BL36-100	1/cs.	$ 265.00	25%	$ 198.75
Air Care Page 37	WizKid Urinal Screen | Clean	Pro-Link, Inc.	SH-CLN	SH-CLN	72/cs. (12 bx. of 6)	$ 543.60	25%	$ 407.70
Air Care Page 37	WizKid Urinal Screen | Cotton Blossom	Pro-Link, Inc.	SH-COT/BL	SH-COT/BL	72/cs. (12 bx. of 6)	$ 543.60	25%	$ 407.70
Air Care Page 37	WizKid Urinal Screen | Cucumber Melon	Pro-Link, Inc.	SH-CU/MLN	SH-CU/MLN	72/cs. (12 bx. of 6)	$ 543.60	25%	$ 407.70
Air Care Page 37	Splash Hog, Lavender	Pro-Link, Inc.	SH-LAV	SH-LAV	72/cs. (12 bx. of 6)	$ 543.60	25%	$ 407.70
Air Care Page 37	WizKid Urinal Screen | Mango	Pro-Link, Inc.	SH-MGO	SH-MGO	72/cs. (12 bx. of 6)	$ 543.60	25%	$ 407.70
Air Care Page 37	Mini Splash Hog, Clean	Pro-Link, Inc.	SH-MINI-CLN	SH-MINI-CLN	72/cs. (12 bx. of 6)	$ 514.80	25%	$ 386.10
Air Care Page 37	Mini Splash Hog, Cotton Bloss.	Pro-Link, Inc.	SH-MINI-CT/BL	SH-MINI-CT/BL	72/cs. (12 bx. of 6)	$ 514.80	25%	$ 386.10
Air Care Page 37	Splash Hog, Cucumber Melon	Pro-Link, Inc.	SH-MINI-CU/MLN	SH-MINI-CU/MLN	72/cs. (12 bx. of 6)	$ 514.80	25%	$ 386.10
Air Care Page 37	Mini Splash Hog, Lavender	Pro-Link, Inc.	SH-MINI-LAV	SH-MINI-LAV	72/cs. (12 bx. of 6)	$ 514.80	25%	$ 386.10
Air Care Page 37	Mini Splash Hog, Mango	Pro-Link, Inc.	SH-MINI-MGO	SH-MINI-MGO	2/cs. (12 bx. of 6	$ 514.80	25%	$ 386.10
Air Care Page 37	WizKid Sink | Black	Pro-Link, Inc.	SINK-BL	SINK-BL	6/cs. (3 bx. of 12	$ 225.00	25%	$ 168.75
Air Care Page 37	WizKid Sink | Gray	Pro-Link, Inc.	SINK-GR	SINK-GR	6/cs. (3 bx. of 12	$ 225.00	25%	$ 168.75
Air Care Page 37	WizKid Sink | Stone Beige	Pro-Link, Inc.	SINK-STB	SINK-STB	6/cs. (3 bx. of 12	$ 225.00	25%	$ 168.75
Air Care Page 38	Gloss Mini Passive Air Black Dispenser	Pro-Link, Inc.	F1-100B-N	F1-100B-N	12/cs.	$ 103.29	25%	$ 77.47
Air Care Page 38	Gloss Mini Passive Air White Dispenser	Pro-Link, Inc.	F1-100W-N	F1-100W-N	12/cs.	$ 103.29	25%	$ 77.47
Air Care Page 38	OmniGuard | KIT 1 - POLYBAG	Pro-Link, Inc.	FM02-30K-1	FM02-30K-1	6/cs.	$ 89.01	25%	$ 66.76
Air Care Page 38	OmniGuard | KIT 2 - BOXED	Pro-Link, Inc.	FM02-30K-2	FM02-30K-2	6/cs.	$ 99.67	25%	$ 74.75
Air Care Page 38	OmniGuard | REFILL	Pro-Link, Inc.	FM02-30R	FM02-30R	6/cs.	$ 83.51	25%	$ 62.63
Air Care Page 38	OmniGuard | MOUNTING UNIT	Pro-Link, Inc.	FM02-M	FM02-M	6/cs.	$ 16.73	25%	$ 12.55
Air Care Page 38	OmniGuard | OMNIRING	Pro-Link, Inc.	OR100	OR100	12/cs.	$ 214.59	25%	$ 160.94
Air Care Page 38	GelAir Toilet Bowl Clips | GREEN APPLE	Pro-Link, Inc.	TB100N	TB100N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | CUCUMBER MELON	Pro-Link, Inc.	TB150N	TB150N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | ORANGE GROVE	Pro-Link, Inc.	TB200N	TB200N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | MOUNTAIN BREEZE	Pro-Link, Inc.	TB300N	TB300N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | CHERRIES JUBILEE	Pro-Link, Inc.	TB500N	TB500N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | NATURALLY CLEAN	Pro-Link, Inc.	TB600N	TB600N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | TROPICAL PARADISE	Pro-Link, Inc.	TB900N	TB900N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	GelAir Toilet Bowl Clips | LAVENDER MORNING	Pro-Link, Inc.	TB950N	TB950N	10/cs.	$ 44.78	25%	$ 33.58
Air Care Page 38	Twist Passive Air Freshener | GREEN APPLE	Pro-Link, Inc.	TW100	TW100	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | CUCUMBER MELON	Pro-Link, Inc.	TW150	TW150	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | ORANGE GROVE	Pro-Link, Inc.	TW200	TW200	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | MOUNTAIN BREEZE	Pro-Link, Inc.	TW300	TW300	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | SOOTHING WHITE TEA	Pro-Link, Inc.	TW450	TW450	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | CHERRY	Pro-Link, Inc.	TW500	TW500	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | NATURALLY CLEAN	Pro-Link, Inc.	TW600	TW600	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | MANGO	Pro-Link, Inc.	TW700	TW700	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | MADAGASCAR VANILLA	Pro-Link, Inc.	TW800	TW800	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | TROPICAL PARADISE	Pro-Link, Inc.	TW900	TW900	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	Twist Passive Air Freshener | LAVENDER MORNING	Pro-Link, Inc.	TW950	TW950	8 bx./6	$ 849.88	25%	$ 637.41
Air Care Page 38	GelAir Urinal Screens | GREEN APPLE	Pro-Link, Inc.	US100N	US100N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | CUCUMBER MELON	Pro-Link, Inc.	US150N	US150N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | ORANGE GROVE	Pro-Link, Inc.	US200N	US200N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | MOUNTAIN BREEZE	Pro-Link, Inc.	US300N	US300N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | CHERRIES JUBILEE	Pro-Link, Inc.	US500N	US500N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | NATURALLY CLEAN	Pro-Link, Inc.	US600N	US600N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | TROPICAL PARADISE	Pro-Link, Inc.	US900N	US900N	10/cs.	$ 39.06	25%	$ 29.29
Air Care Page 38	GelAir Urinal Screens | LAVENDER MORNING	Pro-Link, Inc.	US950N	US950N	10/cs.	$ 39.06	25%	$ 29.29
Skin Care Page 39	PROFORMANCE™ Manual Ultra Clean Lemongrass Hand Soap | 1250 mL	Pro-Link, Inc.	MCR250	MCR250	4/cs.	$ 125.72	25%	$ 94.29
Skin Care Page 39	ProFormance Manual Dispensers - 1250 mL | Manual Dispenser, Black/Black	Pro-Link, Inc.	MDB1250	MDB1250	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 39	ProFormance Manual Dispensers - 1250 mL | Manual Dispenser, Brushed Chrome/B	Pro-Link, Inc.	MDC1250	MDC1250	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 39	ProFormance Manual Dispensers - 1250 mL | Manual Dispenser, Gray/White	Pro-Link, Inc.	MDG1250	MDG1250	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 39	PROFORMANCE™ Manual Foaming Medicated Handwash | 1250 mL	Pro-Link, Inc.	MmH250	MmH250	4/cs.	$ 133.25	25%	$ 99.94
Skin Care Page 39	PROFORMANCE™ Manual Foaming Medicated Handwash | 1250 mL	Pro-Link, Inc.	MmH253	MmH253	4/cs.	$ 150.31	25%	$ 112.73
Skin Care Page 39	PROFORMANCE™ Manual Green Certified Foam Soap | 1250 mL	Pro-Link, Inc.	MmH255	MmH255	4/cs.	$ 124.73	25%	$ 93.55
Skin Care Page 39	PROFORMANCE™ Manual Foaming Pink Lotion Skin Cleanser | 1250 mL	Pro-Link, Inc.	mRH250	mRH250	4/cs.	$ 121.08	25%	$ 90.81
Skin Care Page 39	PROFORMANCE™ Manual Foaming Hair & Body Shampoo | 1250 mL	Pro-Link, Inc.	mSH250	mSH250	4/cs.	$ 128.31	25%	$ 96.23
Skin Care Page 39	Touch-Free "Energy on the Refill" Foam Soap Refills - 1200 mL | Plum Perfection Ant	Pro-Link, Inc.	TEA642	TEA642	2/cs.	$ 100.09	25%	$ 75.07
Skin Care Page 39	Touch-Free ''Energy on the Refill" Dispensers - 1200 mL | Energy on the Refill Black/	Pro-Link, Inc.	TEB1200	TEB1200	1/ea.	$ 30.45	25%	$ 22.84
Skin Care Page 39	Touch-Free "Energy on the Refill" Foam Soap Refills - 1200 mL | Ultra Clean Lemong	Pro-Link, Inc.	TECR643	TECR643	2/cs.	$ 97.39	25%	$ 73.04
Skin Care Page 39	Touch-Free ''Energy on the Refill" Dispensers - 1200 mL | Energy on the Refill Gray/	Pro-Link, Inc.	TEG1200	TEG1200	1/ea.	$ 30.45	25%	$ 22.84
Skin Care Page 39	ProFormance Touch-Free Dispensers - 1200 mL | Touch-Free Dispenser, Black/Blac	Pro-Link, Inc.	TFB1200	TFB1200	1/ea.	$ 24.35	25%	$ 18.26
Skin Care Page 39	ProFormance Touch-Free Dispensers - 1200 mL | Touch-Free Dispenser, Brushed Ch	Pro-Link, Inc.	TFC1200	TFC1200	1/ea.	$ 24.35	25%	$ 18.26
Skin Care Page 39	ProFormance Touch-Free Foam Soap Refills - 1200 mL | Ultra Clean Lemongrass Foa	Pro-Link, Inc.	TFCR643	TFCR643	2/cs.	$ 87.58	25%	$ 65.68
Skin Care Page 39	Touch-Free "Energy on the Refill" Foam Soap Refills - 1200 mL | Light & Mild Foam S	Pro-Link, Inc.	TFE640	TFE640	2/cs.	$ 90.94	25%	$ 68.21
Skin Care Page 39	Touch-Free "Energy on the Refill" Foam Soap Refills - 1200 mL | Mixed Berry Foam S	Pro-Link, Inc.	TFE641	TFE641	2/cs.	$ 90.94	25%	$ 68.21
Skin Care Page 39	ProFormance Touch-Free Dispensers - 1200 mL | Touch-Free Dispenser, Gray/Whit	Pro-Link, Inc.	TFG1200	TFG1200	1/ea.	$ 24.35	25%	$ 18.26
Skin Care Page 39	ProFormance Touch-Free Foam Soap Refills - 1200 mL | Light & Mild Foam Soap	Pro-Link, Inc.	TFL640	TFL640	2/cs.	$ 81.76	25%	$ 61.32
Skin Care Page 39	ProFormance Touch-Free Foam Soap Refills - 1200 mL | Mixed Berry Foam Soap	Pro-Link, Inc.	TFM641	TFM641	2/cs.	$ 81.76	25%	$ 61.32
Skin Care Page 40	Paramount Manual Refills - 700 mL | Antibacterial Plum Perfection Foam Soap	Pro-Link, Inc.	MA700	MA700	4/cs.	$ 78.75	25%	$ 59.06
Skin Care Page 40	Paramount Manual Refills - 1250 mL | Antibacterial Plum Perfection Foam Soap	Pro-Link, Inc.	MA725	MA725	3/cs.	$ 96.75	25%	$ 72.56
Skin Care Page 40	Paramount Manual Refills - 700 mL | Light & Mild Foam Soap	Pro-Link, Inc.	MF700	MF700	4/cs.	$ 71.53	25%	$ 53.65
Skin Care Page 40	Paramount Manual Refills - 700 mL | Spiced Citrus Foam Hair &Body Shampoo	Pro-Link, Inc.	MF701	MF701	4/cs.	$ 75.91	25%	$ 56.93
Skin Care Page 40	Paramount Manual Refills - 700 mL | Fragranced Foam Soap, Floral Foam	Pro-Link, Inc.	MF702	MF702	4/cs.	$ 71.53	25%	$ 53.65
Skin Care Page 40	Paramount Manual Refills - 1250 mL | Light & Mild Foam Soap	Pro-Link, Inc.	MF725	MF725	3/cs.	$ 87.91	25%	$ 65.93
Skin Care Page 40	Paramount Manual Refills - 1250 mL | Spiced Citrus Foam Hair &Body Shampoo	Pro-Link, Inc.	MF726	MF726	3/cs.	$ 93.25	25%	$ 69.94
Skin Care Page 40	Paramount Manual Refills - 1250 mL | Fragranced Foam Soap, Floral Foam	Pro-Link, Inc.	MF727	MF727	3/cs.	$ 87.91	25%	$ 65.93

Skin Care Page 40	Optimum Foaming Antimicrobial Soap | 2000 mL	Pro-Link, Inc.	MH220	MH220	2/cs.	$ 68.61	25%	$ 51.46
Skin Care Page 40	Optimum Foaming Soap | 2000 mL	Pro-Link, Inc.	MH225	MH225	2/cs.	$ 57.13	25%	$ 42.85
Skin Care Page 40	Paramount Manual Dispensers - 1250 mL | Manual Dispenser, Chrome/Black	Pro-Link, Inc.	PCM1250	PCM1250	6/cs.	$ 160.73	25%	$ 120.55
Skin Care Page 40	Paramount Touch-Free Dispensers - 1200 mL | Touch-Free Dispenser, Chrome/Blac	Pro-Link, Inc.	PCT1200	PCT1200	4/cs.	$ 194.82	25%	$ 146.12
Skin Care Page 40	Optimum Foaming Pink Lotion Skin Cleanser | 2000 mL	Pro-Link, Inc.	RH220	RH220	2/cs.	$ 90.75	25%	$ 68.06
Skin Care Page 40	Optimum Foaming Hair & Body Shampoo | 2000 mL	Pro-Link, Inc.	SH220	SH220	2/cs.	$ 96.24	25%	$ 72.18
Skin Care Page 40	Paramount Touch-Free Refills - 1200 mL | Antibacterial Plum Perfection Foam Soap	Pro-Link, Inc.	tA720	tA720	2/cs.	$ 95.29	25%	$ 71.47
Skin Care Page 40	Paramount Touch-Free Refills - 700 mL | Light & Mild Foam Soap	Pro-Link, Inc.	tf700	tf700	3/cs.	$ 88.56	25%	$ 66.42
Skin Care Page 40	Paramount Touch-Free Refills - 1200 mL | Light & Mild Foam Soap	Pro-Link, Inc.	tf720	tf720	2/cs.	$ 86.64	25%	$ 64.98
Skin Care Page 40	Paramount Touch-FreeC716 Foam Soap, Mixed Berry	Pro-Link, Inc.	tf726	tf726	2/cs.	$ 86.64	25%	$ 64.98
Skin Care Page 40	Optimum™ Foam Skin Care System | Optimum 2000 mL Dispenser, Gray/White	Pro-Link, Inc.	YH270	YH270	6/cs.	$ 109.60	25%	$ 82.20
Skin Care Page 40	Optimum™ Foam Skin Care System | YH270	Pro-Link, Inc.	YH271	YH271	6/cs.	$ 109.60	25%	$ 82.20
Skin Care Page 41	HANDMEDIC® Skin Care | Skin Treatment, 8 oz. Bottle	Pro-Link, Inc.	8145-06	8145-06	6/cs.	$ 100.02	25%	$ 75.02
Skin Care Page 41	HANDMEDIC® Skin Care | Skin Treatment, 5 oz. Tube	Pro-Link, Inc.	8150-12	8150-12	12/cs.	$ 128.99	25%	$ 96.74
Skin Care Page 41	Purell CXR RediFoam Battery Box Kit	Pro-Link, Inc.	8600-02-BAT	8600-02-BAT	2/cs.	$ 78.54	25%	$ 58.90
Skin Care Page 41	Purell CXR RediFoam AC Energy Installation Kit	Pro-Link, Inc.	8601-AC-KIT-02	8601-AC-KIT-02	2/cs.	$ 89.48	25%	$ 67.11
Skin Care Page 41	Purell CXR RediFoam Hardwire Energy Installation Kit	Pro-Link, Inc.	8602-HDW-KIT-	8602-HDW-KIT-	2/cs.	$ 89.48	25%	$ 67.11
Skin Care Page 41	Purell CXR RediFoam 2000mL Dispensing Fixture	Pro-Link, Inc.	8640-01	8640-01	1/cs.	$ 1,158.19	25%	$ 868.64
Skin Care Page 41	Purell CXR RediFoam 1000mL Dispensing Fixture	Pro-Link, Inc.	8646-01	8646-01	1/cs.	$ 1,158.19	25%	$ 868.64
Skin Care Page 41	Purell CXR RediFoam 2000mL Foam Soap	Pro-Link, Inc.	8671-04	8671-04	#N/A	$ 224.31	25%	$ 168.23
Skin Care Page 41	Purell CXR RediFoam 2000mL Fragrance Free Foam Soap	Pro-Link, Inc.	8672-04	8672-04	4/cs.	$ 224.31	25%	$ 168.23
Skin Care Page 41	HANDMEDIC® Skin Care | Skin Conditioner, 700 mL	Pro-Link, Inc.	8745-04	8745-04	4/cs.	$ 136.71	25%	$ 102.53
Skin Care Page 41	Premier & Premier HD Counter-Mount Foam Skin Care System | Push Dispenser	Pro-Link, Inc.	PM100	PM100	1/ea.	$ 20.71	25%	$ 15.53
Skin Care Page 41	Premier & Premier Foam Soap	Pro-Link, Inc.	PM103	PM103	4/cs.	$ 162.38	25%	$ 121.78
Skin Care Page 41	Premier & Premier Foam Soap	Pro-Link, Inc.	PM106	PM106	4/cs.	$ 167.22	25%	$ 125.42
Skin Care Page 41	Premier & Premier HD Counter-Mount Foam Skin Care System | Touch-Free Dispens	Pro-Link, Inc.	PM200	PM200	1/ea.	$ 65.74	25%	$ 49.31
Skin Care Page 41	Premier & Premier HD Counter-Mount Foam Skin Care System | Touch-Free Waterp	Pro-Link, Inc.	PM250	PM250	1/ea.	$ 124.19	25%	$ 93.14
Skin Care Page 41	Premier Mixed Berry Foam Soap | 2300 mL	Pro-Link, Inc.	PM256	PM256	4/cs.	$ 228.38	25%	$ 171.28
Skin Care Page 41	Work Pro w/Scrubbers ™ | 2000 mL	Pro-Link, Inc.	WH204	WH204	4/cs.	$ 173.48	25%	$ 130.11
Skin Care Page 41	Work Pro w/Scrubbers ™ | 5000 mL	Pro-Link, Inc.	WH504	WH504	2/cs.	$ 173.44	25%	$ 130.08
Skin Care Page 41	Industrial Soap Systems | 2000 Plus, 2000 mL Lotion	Pro-Link, Inc.	YH200	YH200	1/ea.	$ 28.00	25%	$ 21.00
Skin Care Page 41	Industrial Soap Systems | 5000 Plus, 5000 mL Lotion	Pro-Link, Inc.	YH555	YH555	1/ea.	$ 36.52	25%	$ 27.39
Skin Care Page 42	PURELL ES™ Everywhere System Starter Kit | Refill for Starter Kit	Pro-Link, Inc.	1450-06	1450-06	6/cs.	$ 93.18	25%	$ 69.88
Skin Care Page 42	PURELL ES™ Everywhere System Starter Kit | Starter Kit	Pro-Link, Inc.	1450-D8	1450-D8	1/ea.	$ 178.14	25%	$ 133.61
Skin Care Page 42	PURELL® Quick Floor Stand Kit	Pro-Link, Inc.	2156-02-QFS	2156-02-QFS	2/cs.	$ 133.93	25%	$ 100.45
Skin Care Page 42	PURELL® Quick Floor Tabletop Stand Kit	Pro-Link, Inc.	2156-02-TTS	2156-02-TTS	2/cs.	$ 115.32	25%	$ 86.49
Skin Care Page 42	PURELL® Advanced Instant Hand Sanitizer Pump Bottle, 12 fl. oz.	Pro-Link, Inc.	3659-12	3659-12	12/cs.	$ 112.75	25%	$ 84.56
Skin Care Page 42	PURELL® PLACES Bottle Dock, Light-up for 3659-12, Graphite	Pro-Link, Inc.	9618-12-GPH	9618-12-GPH	12/cs.	$ 131.67	25%	$ 98.75
Skin Care Page 42	PURELL® PLACES Bottle Dock, Light-up for 3659-12, White	Pro-Link, Inc.	9618-12-WHT	9618-12-WHT	12/cs.	$ 131.67	25%	$ 98.75
Skin Care Page 42	PURELL® PLACES Bottle Dock, For 3659-12, Graphite	Pro-Link, Inc.	9619-12-GPH	9619-12-GPH	12/cs.	$ 51.20	25%	$ 38.40
Skin Care Page 42	PURELL® PLACES Bottle Dock, For 3659-12, White	Pro-Link, Inc.	9619-12-WHT	9619-12-WHT	12/cs.	$ 51.20	25%	$ 38.40
Skin Care Page 42	PURELL® Advanced Hand Sanitizer | 12.6-ounce Dawn bottle	Pro-Link, Inc.	9747-12-S	9747-12-S	12/cs.	$ 107.13	25%	$ 80.35
Skin Care Page 42	PURELL® Advanced Hand Sanitizer | Pump for 12.6-ounce Dawn bottle	Pro-Link, Inc.	9747-20-12PK-S	9747-20-12PK-S	12/pk.	$ 24.39	25%	$ 18.29
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, White | ES4	Pro-Link, Inc.	5020-01	5020-01	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, Graphite | ES4	Pro-Link, Inc.	5024-01	5024-01	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gentle & Free Foam* | ES4	Pro-Link, Inc.	5051-02	5051-02	2/cs.	$ 94.02	25%	$ 70.52
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Foam | ES4	Pro-Link, Inc.	5053-02	5053-02	2/cs.	$ 89.41	25%	$ 67.06
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer ULTRA NOURISHING™ Foam* | ES4	Pro-Link, Inc.	5056-02	5056-02	2/cs.	$ 111.74	25%	$ 83.81
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gel | ES4	Pro-Link, Inc.	5063-02	5063-02	2/cs.	$ 72.07	25%	$ 54.05
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, White | CS4	Pro-Link, Inc.	5121-01	5121-01	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, Graphite | CS4	Pro-Link, Inc.	5124-01	5124-01	1/ea.	$ 10.96	25%	$ 8.22
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, White | ES6	Pro-Link, Inc.	6420-01	6420-01	1/ea.	$ 24.38	25%	$ 18.28
Skin Care Page 43	PURELL FS™ Floor Stand - White | ES6	Pro-Link, Inc.	6420-DS	6420-DS	1/ea.	$ 719.29	25%	$ 539.47
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, Graphite | ES6	Pro-Link, Inc.	6424-01	6424-01	1/ea.	$ 24.38	25%	$ 18.28
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gentle & Free Foam* | ES6	Pro-Link, Inc.	6451-02	6451-02	2/cs.	$ 129.53	25%	$ 97.15
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Foam | ES6	Pro-Link, Inc.	6453-02	6453-02	2/cs.	$ 123.11	25%	$ 92.33
Skin Care Page 43	PURELL® Foodservice Advanced Hand Sanitizer Foam | ES6	Pro-Link, Inc.	6455-02	6455-02	2/cs.	$ 123.11	25%	$ 92.33
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer ULTRA NOURISHING™ Foam* | ES6	Pro-Link, Inc.	6456-02	6456-02	2/cs.	$ 154.02	25%	$ 115.52
Skin Care Page 43	PURELL® Professional Advanced Hand Sanitizer Fragrance Free Gel* | ES6	Pro-Link, Inc.	6460-02	6460-02	2/cs.	$ 68.31	25%	$ 51.23
Skin Care Page 43	PURELL® Professional Advanced Hand Sanitizer Gel* | ES6	Pro-Link, Inc.	6462-02	6462-02	2/cs.	$ 64.94	25%	$ 48.71
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gel | ES6	Pro-Link, Inc.	6463-02	6463-02	2/cs.	$ 77.93	25%	$ 58.45
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, Graphite	Pro-Link, Inc.	6524-01	6524-01	1/ea.	$ 24.38	25%	$ 18.28
Skin Care Page 43	PURELL MESSENGER™ Floor Stand, White w/Maple Panel (Dispenser Included) | ES	Pro-Link, Inc.	7306-DS-MPL	7306-DS-MPL	1/ea.	$ 426.71	25%	$ 320.03
Skin Care Page 43	PURELL MESSENGER™ Floor Stand, White (Dispenser Included) | ES6	Pro-Link, Inc.	7306-DS-SLV	7306-DS-SLV	1/ea.	$ 426.71	25%	$ 320.03
Skin Care Page 43	PURELL MESSENGER™ Floor Stand, White w/Maple Panel (Dispenser Included) | ES	Pro-Link, Inc.	7308-DS-MPL	7308-DS-MPL	1/ea.	$ 426.71	25%	$ 320.03
Skin Care Page 43	PURELL MESSENGER™ Floor Stand, Graphite (Dispenser Included) | ES6	Pro-Link, Inc.	7316-DS-SLV	7316-DS-SLV	1/ea.	$ 426.71	25%	$ 320.03
Skin Care Page 43	PURELL MESSENGER™ Floor Stand, Graphite (Dispenser Included) | ES8	Pro-Link, Inc.	7318-DS-SLV	7318-DS-SLV	1/ea.	$ 426.71	25%	$ 320.03
Skin Care Page 43	PURELL® Hand Sanitizer Dispenser, White | ES8	Pro-Link, Inc.	7720-01	7720-01	1/ea.	$ 30.47	25%	$ 22.85
Skin Care Page 43	PURELL FS™ Floor Stand - White | ES8	Pro-Link, Inc.	7720-DS	7720-DS	1/ea.	$ 719.29	25%	$ 539.47
Skin Care Page 43	PURELL FS™ Floor Stand - Graphite | ES8	Pro-Link, Inc.	7724-DS	7724-DS	1/ea.	$ 719.29	25%	$ 539.47
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gentle & Free Foam* | ES8	Pro-Link, Inc.	7751-02	7751-02	2/cs.	$ 143.91	25%	$ 107.93
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Foam | ES8	Pro-Link, Inc.	7753-02	7753-02	2/cs.	$ 136.87	25%	$ 102.65
Skin Care Page 43	PURELL® Foodservice Advanced Hand Sanitizer Foam | ES8	Pro-Link, Inc.	7755-02	7755-02	2/cs.	$ 136.87	25%	$ 102.65
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer ULTRA NOURISHING™ Foam* | ES8	Pro-Link, Inc.	7756-02	7756-02	2/cs.	$ 171.13	25%	$ 128.35
Skin Care Page 43	PURELL® Professional Advanced Hand Sanitizer Fragrance Free Gel* | ES8	Pro-Link, Inc.	7760-02	7760-02	2/cs.	$ 75.93	25%	$ 56.95
Skin Care Page 43	PURELL® Healthcare Advanced Hand Sanitizer Gel | ES8	Pro-Link, Inc.	7763-02	7763-02	2/cs.	$ 86.73	25%	$ 65.05
Skin Care Page 44	PURELL® Advanced Hand Sanitizer | Foam Counter Top Pump, 18 oz.	Pro-Link, Inc.	5784-04	5784-04	4/cs.	$ 134.54	25%	$ 100.91
Skin Care Page 44	PURELL® Advanced Hand Sanitizer | Bracket (fits 9113-06)	Pro-Link, Inc.	9001-01	9001-01	1/ea.	$ 53.65	25%	$ 40.24
Skin Care Page 44	PURELL® Sanitizing Wipes | 100 ct.	Pro-Link, Inc.	9111-12	9111-12	12/cs.	$ 120.96	25%	$ 90.72
Skin Care Page 44	PURELL® Sanitizing Wipes | 270 ct.	Pro-Link, Inc.	9113-06	9113-06	6/cs.	$ 135.84	25%	$ 101.88
Skin Care Page 44	PURELL® Sanitizing Wipes | 1500 ct. Refill Pouch	Pro-Link, Inc.	9115-02	9115-02	2/cs.	$ 216.07	25%	$ 162.05
Skin Care Page 44	PURELL® Sanitizing Wipes | 1200 ct. Refill Pouch	Pro-Link, Inc.	9118-02	9118-02	2/cs.	$ 182.00	25%	$ 136.50
Skin Care Page 44	PURELL® Advanced Hand Sanitizer | Gel, 4 oz.	Pro-Link, Inc.	9651-24	9651-24	24/cs.	$ 93.32	25%	$ 69.99
Skin Care Page 44	PURELL® Advanced Hand Sanitizer | Gel, 8 oz.	Pro-Link, Inc.	9652-12	9652-12	12/cs.	$ 85.34	25%	$ 64.01
Skin Care Page 44	PURELL® Advanced Hand Sanitizer | Gel, 12 oz.	Pro-Link, Inc.	9659-12	9659-12	#N/A	$ 108.00	25%	$ 81.00
Skin Care Page 44	Advanced Hand Sanitizer Green Certified Gel, 8 oz. Table Top Pump Bottle	Pro-Link, Inc.	9691-12	9691-12	12/cs.	$ 99.55	25%	$ 74.66
Skin Care Page 44	PURELL® Advanced Workforce Solution Kit	Pro-Link, Inc.	9901-kt1	9901-kt1	6/cs.	$ 235.69	25%	$ 176.77
Skin Care Page 44	PURELL® Employee Care Kit	Pro-Link, Inc.	9920-06-EEKIT	9920-06-EEKIT	6/cs.	$ 267.48	25%	$ 200.61
Skin Care Page 45	Workforce Solution Kit	Pro-Link, Inc.	4044	4044	1/ea.	$ 103.41	25%	$ 77.56
Skin Care Page 45	Counter-Mount Foam Soap Dispensers | 6'' Spout, 1000 mL Capacity	Pro-Link, Inc.	4046	4046	1/ea.	$ 103.41	25%	$ 77.56
Skin Care Page 45	Honey Almond Foam Soap | 1 gal.	Pro-Link, Inc.	5005-04	5005-04	4/cs.	$ 111.74	25%	$ 83.81
Skin Care Page 45	PURELL® Cottony Soft | 40 Count, Self-Dispensing	Pro-Link, Inc.	9025-12	9025-12	12/cs.	$ 120.96	25%	$ 90.72
Skin Care Page 45	PURELL® Cottony Soft | 120 Count, Self-Dispensing	Pro-Link, Inc.	9027-12	9027-12	12/cs.	$ 329.32	25%	$ 246.99
Skin Care Page 45	High Capacity Floor Stand Dispenser, Silver/Black	Pro-Link, Inc.	9114-01-SLVHS	9114-01-SLVHS	1/cs.	$ 719.29	25%	$ 539.47
Skin Care Page 45	1700 ct Refill Pouch for 9114-01-SILVHSW stand	Pro-Link, Inc.	9217-02	9217-02	2/cs.	$ 236.87	25%	$ 177.65
Skin Care Page 45	ClearVu™ Soap Dispensers | White/Clear View, 30 oz.	Pro-Link, Inc.	9330	9330	12/cs.	$ 284.50	25%	$ 213.38
Skin Care Page 45	ClearVu™ Soap Dispensers | Gray/Clear View, 30 oz.	Pro-Link, Inc.	9331	9331	12/cs.	$ 284.50	25%	$ 213.38
Skin Care Page 45	Bulk Foam Soap Dispensers | White, 30 oz.	Pro-Link, Inc.	9335	9335	12/cs.	$ 325.00	25%	$ 243.75
Skin Care Page 45	Bulk Foam Soap Dispensers | Gray, 30 oz.	Pro-Link, Inc.	9336	9336	12/cs.	$ 325.00	25%	$ 243.75
Skin Care Page 45	ClearVu™ Soap Dispensers | Gray/Clear View, 46 oz.	Pro-Link, Inc.	9346	9346	1/ea.	$ 37.50	25%	$ 28.13
Skin Care Page 45	ClearVu™ Soap Dispensers | White/Clear View, 46 oz.	Pro-Link, Inc.	9347	9347	1/ea.	$ 37.50	25%	$ 28.13
Skin Care Page 45	PURELL® Advanced Hand | 12 Display Cartons of 125	Pro-Link, Inc.	9620-12-125CT	9620-12-125CT	1500/cs.	$ 464.40	25%	$ 348.30
Skin Care Page 45	PURELL® Advanced Hand | Bulk Pack	Pro-Link, Inc.	9620-2M	9620-2M	2000/cs.	$ 544.89	25%	$ 408.67
Skin Care Page 45	PURELL® Advanced Hand Sanitizer | Non-Sterile 6-Count Resealable Pouch	Pro-Link, Inc.	9630-150-6CT	9630-150-6CT	150/cs.	$ 256.36	25%	$ 192.27
Skin Care Page 45	PURELL® Advanced Hand Sanitizer | Non-Sterile Bulk Pack	Pro-Link, Inc.	9630-2M-NS	9630-2M-NS	2000/cs.	$ 260.89	25%	$ 195.67
Skin Care Page 45	PURELL® Advanced Hand Sanitizer | Non-Sterile 24-Count Resealable Pouch	Pro-Link, Inc.	9630-55-24CT	9630-55-24CT	55/cs.	$ 277.91	25%	$ 208.43
Skin Care Page 45	MICRELL® Antibacterial Lotion Soap | 1 gal.	Pro-Link, Inc.	9755-04	9755-04	4/cs.	$ 109.86	25%	$ 82.39

Skin Care Page 45	Big Pink Lotion Soap | 1 gal.	Pro-Link, Inc.	RH101	RH101	4/cs.	$ 72.02	25%	$ 54.02
Skin Care Page 46	LTX Accessories | LTX-7™ & LTX-12™ SHIELD Floor & Wall Protector, Black	Pro-Link, Inc.	1045-BLK-12	1045-BLK-12	12/cs.	$ 119.98	25%	$ 89.98
Skin Care Page 46	LTX Accessories | LTX-7™ & LTX-12™ SHIELD Floor & Wall Protector, White	Pro-Link, Inc.	1045-WHT-12	1045-WHT-12	12/cs.	$ 119.98	25%	$ 89.98
Skin Care Page 46	LTX Accessories | LTX-7™ & LTX-12™ MESSENGER Dispenser Station, Black	Pro-Link, Inc.	1091-BLK-12	1091-BLK-12	12/cs.	$ 110.12	25%	$ 82.59
Skin Care Page 46	PURELL® LTX Refills - 700 mL | PURELL® Advanced Green Certified Instant Hand S	Pro-Link, Inc.	1303-03	1303-03	3/cs.	$ 64.28	25%	$ 48.21
Skin Care Page 46	PURELL® LTX Refills - 700 mL | PURELL® Advanced Green Certified Instant Hand S	Pro-Link, Inc.	1304-03	1304-03	3/cs.	$ 140.35	25%	$ 105.26
Skin Care Page 46	PURELL® LTX Refills - 700 mL | PURELL® Advanced Instant Hand Sanitizer Foam	Pro-Link, Inc.	1305-03	1305-03	3/cs.	$ 133.44	25%	$ 100.08
Skin Care Page 46	PURELL® LTX Dispensers - 700 mL | LTX-7™ Dispenser, White	Pro-Link, Inc.	1320-04	1320-04	4/cs.	$ 195.06	25%	$ 146.29
Skin Care Page 46	PURELL® LTX Dispensers - 700 mL | LTX-7™ Dispenser, Brushed Chrome/Black	Pro-Link, Inc.	1328-04	1328-04	4/cs.	$ 195.06	25%	$ 146.29
Skin Care Page 46	LTX Accessories | LTX-7™ TRUE FIT Wall Plate, Black	Pro-Link, Inc.	1390-BLK-12	1390-BLK-12	12/cs.	$ 43.88	25%	$ 32.91
Skin Care Page 46	LTX Accessories | LTX-7™ TRUE FIT Wall Plate, White	Pro-Link, Inc.	1390-WHT-12	1390-WHT-12	12/cs.	$ 43.88	25%	$ 32.91
Skin Care Page 46	PURELL® LTX Refills - 1200 mL | PURELL® Advanced Green Certified Instant Hand	Pro-Link, Inc.	1903-02	1903-02	2/cs.	$ 66.71	25%	$ 50.03
Skin Care Page 46	PURELL® LTX Refills - 1200 mL | PURELL® Advanced Green Certified Instant Hand	Pro-Link, Inc.	1904-02	1904-02	2/cs.	$ 137.36	25%	$ 103.02
Skin Care Page 46	PURELL® LTX Refills - 1200 mL | PURELL® Advanced Instant Hand Sanitizer Foam	Pro-Link, Inc.	1905-02	1905-02	2/cs.	$ 130.59	25%	$ 97.94
Skin Care Page 46	PURELL® LTX Dispensers - 1200 mL | LTX-12™ Dispenser, White	Pro-Link, Inc.	1920-04	1920-04	4/cs.	$ 195.06	25%	$ 146.29
Skin Care Page 46	PURELL® LTX Dispensers - 1200 mL | LTX-12™ Dispenser, Brushed Chrome/Black	Pro-Link, Inc.	1928-04	1928-04	4/cs.	$ 195.06	25%	$ 146.29
Skin Care Page 46	PURELL® ADX Refills - 700 mL | PURELL® Advanced Green Certified Instant Hand S	Pro-Link, Inc.	8703-04	8703-04	4/cs.	$ 79.55	25%	$ 59.66
Skin Care Page 46	PURELL® ADX Refills - 700 mL | PURELL® Advanced Instant Hand Sanitizer Foam	Pro-Link, Inc.	8705-04	8705-04	4/cs.	$ 120.38	25%	$ 90.28
Skin Care Page 46	PURELL® ADX Dispenser - 700 mL | ADX-7™ Dispenser, White/White	Pro-Link, Inc.	8720-06	8720-06	6/cs.	$ 99.48	25%	$ 74.61
Skin Care Page 46	PURELL® ADX Dispenser - 700 mL | ADX-7™ Dispenser, Brushed Chrome/Black	Pro-Link, Inc.	8728-06	8728-06	6/cs.	$ 99.48	25%	$ 74.61
Skin Care Page 46	PURELL® ADX Refills - 1200 mL | PURELL® Advanced Green Certified Instant Hand	Pro-Link, Inc.	8803-03	8803-03	3/cs.	$ 92.96	25%	$ 69.72
Skin Care Page 46	PURELL® ADX Refills - 1200 mL | PURELL® Advanced Green Certified Instant Hand	Pro-Link, Inc.	8804-03	8804-03	3/cs.	$ 149.41	25%	$ 112.06
Skin Care Page 46	PURELL® ADX Refills - 1200 mL | PURELL® Advanced Instant Hand Sanitizer Foam	Pro-Link, Inc.	8805-03	8805-03	3/cs.	$ 142.07	25%	$ 106.55
Skin Care Page 46	PURELL® ADX Dispenser - 1200 mL | ADX-12™ Dispenser, White	Pro-Link, Inc.	8820-06	8820-06	6/cs.	$ 160.92	25%	$ 120.69
Skin Care Page 46	PURELL® ADX Dispenser - 1200 mL | ADX-12™ Dispenser, Brushed Chrome/Black	Pro-Link, Inc.	8828-06	8828-06	6/cs.	$ 160.92	25%	$ 120.69
Skin Care Page 47	DURAVIEW® Dispensing System - 2L |Sock-it w/Pumice, Bright Green Color, Lemon	Pro-Link, Inc.	1667	1667	4/cs.	$ 150.59	25%	$ 112.94
Skin Care Page 47	L08 1000 mL Foam Refills | Advance Antibacterial Hand Soap, Amber Color, Citrus S	Pro-Link, Inc.	213L08PL	213L08PL	6/cs.	$ 108.00	25%	$ 81.00
Skin Care Page 47	DURAVIEW® Dispensing System - 2L |Citra-Soft Waterless w/ No Scrubbers, White	Pro-Link, Inc.	2367	2367	4/cs.	$ 143.53	25%	$ 107.65
Skin Care Page 47	DURAVIEW® Dispensing System - 2L |Walnut Scrub w/ Natural Scurbbers, Dark Tar	Pro-Link, Inc.	4767	4767	4/cs.	$ 150.59	25%	$ 112.94
Skin Care Page 47	DURAVIEW® Dispensing System - 2L |Orange Scrub w/ Natrual Scrubbers, Orange C	Pro-Link, Inc.	4967	4967	4/cs.	$ 151.76	25%	$ 113.82
Skin Care Page 47	1000 mL Counter Mount Foam Refills | Antibacterial Moisture Wash, Pink Color, Gra	Pro-Link, Inc.	64031	64031	4/cs.	$ 86.59	25%	$ 64.94
Skin Care Page 47	1000 mL Counter Mount Foam Refills | Enriched Moisture Wash, Green Color, Light	Pro-Link, Inc.	64131	64131	4/cs.	$ 81.88	25%	$ 61.41
Skin Care Page 47	1000 mL Counter Mount Foam Refills | Premium Moisture Wash, Lavender Color, Li	Pro-Link, Inc.	64231	64231	4/cs.	$ 81.88	25%	$ 61.41
Skin Care Page 47	1000 mL Counter Mount Foam Refills | Luxury Hand Soap, Rose Color, Tropical Frag	Pro-Link, Inc.	64431	64431	4/cs.	$ 81.88	25%	$ 61.41
Skin Care Page 47	L08 1000 mL Foam Refills | Spring Meadow Hand Soap, Light Blue Color, 6/cs. Fresh	Pro-Link, Inc.	631L08PL	631L08PL	6/cs.	$ 97.65	25%	$ 73.24
Skin Care Page 47	L08 1000 mL Foam Refills | No Alcohol Hand Sanitizer, No Color, Light Linen Scent	Pro-Link, Inc.	682L08PL	682L08PL	6/cs.	$ 132.00	25%	$ 99.00
Skin Care Page 47	L08 1000 mL Foam Refills | Luxury Dye & Fragrance Free Hand Soap, Green Seal® C	Pro-Link, Inc.	686L08PL	686L08PL	6/cs.	$ 97.65	25%	$ 73.24
Skin Care Page 47	L08 1000 mL Foam Refills | Alcohol 62% Hand Sanitizer, No Color, No Fragrance	Pro-Link, Inc.	688L08PL	688L08PL	6/cs.	$ 161.41	25%	$ 121.06
Skin Care Page 47	L08 1000 mL Foam Refills | Luxury Hand Soap, Rose Color, Tropical Fragrance, Gree	Pro-Link, Inc.	690L08PL	690L08PL	6/cs.	$ 97.65	25%	$ 73.24
Skin Care Page 47	L08 1000 mL Foam Refills | 70% Alcohol Hand Sanitizer, No Color, 6/cs. No Fragran	Pro-Link, Inc.	710L08PL	710L08PL	6/cs.	$ 170.12	25%	$ 127.59
Skin Care Page 47	DURAVIEW® Dispensing System - 2L |Red Blast w/Pumice, Red Color, Cherry Scent	Pro-Link, Inc.	7767	7767	4/cs.	$ 150.12	25%	$ 112.59
Skin Care Page 47	Heavy Duty Hand Wipes |Citrus Scent, Gray/White Dual-Textured Towel, Citrus Scer	Pro-Link, Inc.	80070	80070	6/cs.	$ 155.06	25%	$ 116.29
Skin Care Page 47	DURAVIEW® Dispenser |Black	Pro-Link, Inc.	9909ZPL	9909ZPL	1/ea.	$ 138.35	25%	$ 103.76
Skin Care Page 47	EZFOAM® Counter Mounted Dispenser | Black with Chrome	Pro-Link, Inc.	9930BLK	9930BLK	1/ea.	$ 141.18	25%	$ 105.88
Skin Care Page 47	EZFOAM® Counter Mounted Dispenser | Chrome	Pro-Link, Inc.	9930CHR	9930CHR	1/ea.	$ 141.18	25%	$ 105.88
Skin Care Page 47	L08 Manual & No Touch Dispenser | No Touch Black/Black trim	Pro-Link, Inc.	DML08BK31PL	DML08BK31PL	6/cs.	$ 365.29	25%	$ 273.97
Skin Care Page 47	L08 Manual & No Touch Dispenser | No Touch White/White trim	Pro-Link, Inc.	DML08WH33PL	DML08WH33PL	6/cs.	$ 365.29	25%	$ 273.97
Skin Care Page 47	L08 Manual & No Touch Dispenser | Black	Pro-Link, Inc.	MSL08BK31PL	MSL08BK31PL	6/cs.	$ 352.94	25%	$ 264.71
Skin Care Page 47	L08 Manual & No Touch Dispenser |White	Pro-Link, Inc.	MSL08WH33PL	MSL08WH33PL	6/cs.	$ 352.94	25%	$ 264.71
Skin Care Page 47	L08 Manual & No Touch Dispenser |Black and Push Pad	Pro-Link, Inc.	SSL08BK31PL	SSL08BK31PL	6/cs.	$ 98.82	25%	$ 74.12
Skin Care Page 47	L08 Manual & No Touch Dispenser |Gray and Push Pad	Pro-Link, Inc.	SSL08GR32PL	SSL08GR32PL	6/cs.	$ 98.82	25%	$ 74.12
Skin Care	REFRESH AZURE FOAM SOAP 8X1-LITER CART.CS 60CS/PALLET	Pro-Link, Inc.	DEB-57220	DEB-57220	8/1liter/Case	$ 121.28	25%	$ 97.02
Skin Care	DEBS BLACK CURVED PL DISP . 4ml (FOR DEB-57220 DISPENSER) NO CHARGE	Pro-Link, Inc.	DEB-91128-P4	DEB-91128-P4	15/Case	$ -	25%	No Charge
Skin Care	REFRESH AZURE FOAM SOAP 6X1-LITER CART.CS 60CS/PALLET	Pro-Link, Inc.	DEB-AZU1L	DEB-AZU1L	6/1liter/Case	$ 96.72	25%	$ 72.54
Wipes Page 48	Disinfectant Wipes | 6'' x 10'', 60 Wipes Per Tub	Pro-Link, Inc.	WD001	WD001	6 Tubs/cs.	$ 110.96	25%	$ 83.22
Wipes Page 48	Tough Job Wipes | 9/'' x 12'', 70 Wipes Per Tub	Pro-Link, Inc.	WG002	WG002	6 Tubs/cs.	$ 188.31	25%	$ 141.23
Wipes Page 48	Stainless Steel Wipes | 9/'' x 12'', 40 Wipes Per Tub	Pro-Link, Inc.	WG010	WG010	6 Tubs/cs.	$ 159.48	25%	$ 119.61
Wipes Page 48	Graffiti Wipes | 9/'' x 12'', 40 Wipes Per Tub	Pro-Link, Inc.	WG011	WG011	6 Tubs/cs.	$ 197.81	25%	$ 148.36
Housekeeping Page 50	The Amazing Sponge™ | Amazing Sponge™	Pro-Link, Inc.	7150	7150	30/cs.	$ 86.99	25%	$ 65.24
Housekeeping Page 50	The Amazing Sponge™ | Super Amazing Sponge™	Pro-Link, Inc.	7151	7151	12/cs.	$ 59.88	25%	$ 44.91
Housekeeping Page 50	DustEze™ Disposable Dusting Sheets | 6'' x 5'' Sheets, Double Roll	Pro-Link, Inc.	FDST100	FDST100	500/box	$ 128.82	25%	$ 96.62
Housekeeping Page 50	DustEze™ Disposable Dusting Sheets | 6'' x 5'' Sheets, 60/Roll	Pro-Link, Inc.	FDST100-60	FDST100-60	480/box	$ 191.34	25%	$ 143.51
Housekeeping Page 50	DustEze™ Disposable Dusting Sheets | 6'' x 8'' Sheets, Single Roll	Pro-Link, Inc.	FDST101	FDST101	250/box	$ 97.53	25%	$ 73.15
Housekeeping Page 50	DustEze™ Disposable Dusting Sheets | 6'' x 8'' Sheets, 60/ Roll	Pro-Link, Inc.	FDST101-60	FDST101-60	480/box	$ 289.32	25%	$ 216.99
Housekeeping Page 50	Scour Sponges | #63 Light-Duty, 6.25" x 3.38"	Pro-Link, Inc.	YH163	YH163	8/5 pks.	$ 85.69	25%	$ 64.27
Housekeeping Page 50	Scour Sponges | Medium-Duty, 6.25" x 3.38"	Pro-Link, Inc.	YH174	YH174	8/5 pks.	$ 84.82	25%	$ 63.62
Housekeeping Page 50	Hand Pads | Medium-Duty #96, 6'' x 9'', Green	Pro-Link, Inc.	YH196	YH196	6/10 bag	$ 45.55	25%	$ 34.16
Housekeeping Page 50	Hand Pads | Light-Duty #98, 6'' x 9'', White	Pro-Link, Inc.	YH198	YH198	6/10 bag	$ 45.55	25%	$ 34.16
Housekeeping Page 50	Scour Sponges | Wave Scrubber, 5.63" x 3.38"	Pro-Link, Inc.	YH200-A	YH200-A	8/5 pks.	$ 99.62	25%	$ 74.72
Housekeeping Page 50	X-Out Erasing Sponge | 4/" x 2 / " x 1/" 2	Pro-Link, Inc.	YH210	YH210	24/cs.	$ 73.86	25%	$ 55.39
Housekeeping Page 50	Scour Sponges | Melamine Block Erasing Sponge	Pro-Link, Inc.	YH211	YH211	24/cs.	$ 45.95	25%	$ 34.46
Housekeeping Page 50	Scour Sponges | SCRUBOUT™ 2.8" x 4.3" x 0.6"	Pro-Link, Inc.	YH500	YH500	24/ea.	$ 41.11	25%	$ 30.83
Housekeeping Page 50	Scour Sponges | Purple Power Scour™ 3.5" x 5.3" x 0.7"	Pro-Link, Inc.	YH600	YH600	24/ea.	$ 47.06	25%	$ 35.29
Housekeeping Page 50	WalnutPad® | 6" x 9"	Pro-Link, Inc.	YU030	YU030	20/cs.	$ 30.75	25%	$ 23.06
Housekeeping Page 51	Lambswool Duster | 24'', Lambswoool	Pro-Link, Inc.	3100	3100	12/cs.	$ 178.96	25%	$ 134.22
Housekeeping Page 51	Telescopic Dusters | Extends 30'' to 45'', Lambswool	Pro-Link, Inc.	3105	3105	12/cs.	$ 199.70	25%	$ 149.78
Housekeeping Page 51	Telescopic Dusters | Extends 33'' to 60'', Lambswool	Pro-Link, Inc.	3106	3106	12/cs.	$ 269.00	25%	$ 201.75
Housekeeping Page 51	Telescopic Dusters | Extends 52'' to 84'', Polywool	Pro-Link, Inc.	3120	3120	12/cs.	$ 180.00	25%	$ 135.00
Housekeeping Page 51	MicroScrub Microfiber Dusters | 16''	Pro-Link, Inc.	3147	3147	12/cs	$ 109.75	25%	$ 82.31
Housekeeping Page 51	MicroScrub Microfiber Dusters | 16'', Extendable Twist-and-Lock	Pro-Link, Inc.	3148	3148	12/cs	$ 151.08	25%	$ 113.31
Housekeeping Page 51	Feather Dusters | 23''	Pro-Link, Inc.	4603	4603	12/cs.	$ 221.44	25%	$ 166.08
Housekeeping Page 51	Feather Dusters | 15", Retractable	Pro-Link, Inc.	4605	4605	12/cs.	$ 237.79	25%	$ 178.34
Housekeeping Page 51	Feather Dusters | 20"	Pro-Link, Inc.	4630	4630	12/cs.	$ 346.56	25%	$ 259.92
Housekeeping Page 51	Microfiber Hand Dusters | Chenille, Orange	Pro-Link, Inc.	chd100	chd100	12/cs.	$ 91.20	25%	$ 68.40
Housekeeping Page 51	Edgeless Microfiber Cloths | 16'' Green	Pro-Link, Inc.	LFK302	LFK302	20/bg./12bg./cs	$ 305.67	25%	$ 229.25
Housekeeping Page 51	Edgeless Microfiber Cloths | 16'' Blue	Pro-Link, Inc.	LFK502	LFK502	20/bg./12bg./cs	$ 305.67	25%	$ 229.25
Housekeeping Page 51	Edgeless Microfiber Cloths | 16'' Yellow	Pro-Link, Inc.	LFK702	LFK702	20/bg./12bg./cs	$ 305.67	25%	$ 229.25
Housekeeping Page 51	Chenille High Dusting | 4-1/2''W x 29''L	Pro-Link, Inc.	LHDC	LHDC	1/cs.	$ 35.75	25%	$ 26.81
Housekeeping Page 51	Chenille High Dusting | Chenille Duster Sleeve	Pro-Link, Inc.	LHDCVR	LHDCVR	12/bag	$ 94.40	25%	$ 70.80
Housekeeping Page 51	Microfiber Hand Dusters | Blue	Pro-Link, Inc.	MFDM100BL	MFDM100BL	12/cs.	$ 33.60	25%	$ 25.20
Housekeeping Page 51	Microfiber Hand Dusters | Green	Pro-Link, Inc.	MFDM100GN	MFDM100GN	12/cs.	$ 33.60	25%	$ 25.20
Housekeeping Page 51	Microfiber Hand Dusters | Yellow	Pro-Link, Inc.	MFDM100YL	MFDM100YL	12/cs.	$ 33.60	25%	$ 25.20
Housekeeping Page 51	Microfiber Dusting | Light Blue Standard Cover	Pro-Link, Inc.	MFHRD23STBL	MFHRD23STBL	1/ea.	$ 7.29	25%	$ 5.47
Housekeeping Page 51	Microfiber Dusting | Blue Chenille Cover	Pro-Link, Inc.	MFHRD25CHBL	MFHRD25CHBL	1/ea.	$ 7.29	25%	$ 5.47
Housekeeping Page 51	Microfiber Dusting | Flex Duster Wand	Pro-Link, Inc.	MFHRD285	MFHRD285	1/ea.	$ 6.78	25%	$ 5.08
Housekeeping Page 52	Blue Super Toilet Bowl Caddy | 6''H x 8''L x 4''W	Pro-Link, Inc.	101	101	12/cs.	$ 158.94	25%	$ 119.21
Housekeeping Page 52	Value Plus Toilet Bowl Caddy | Fits GatorMate™	Pro-Link, Inc.	150	150	12/cs.	$ 69.16	25%	$ 51.87
Housekeeping Page 52	Maid's Basket | Blue	Pro-Link, Inc.	1802	1802	1/ea.	$ 19.25	25%	$ 14.44
Housekeeping Page 52	GatorMate™ Portable Caddy/Bucket | Fits Over 32/44/55 gal. Containers	Pro-Link, Inc.	1850	1850	4/cs.	$ 121.67	25%	$ 91.25
Housekeeping Page 52	Duralon Toilet Bowl Mops | 12''L x 53/4''W, White	Pro-Link, Inc.	20425-91	20425-91	25/cs.	$ 50.26	25%	$ 37.70
Housekeeping Page 52	Duralon Toilet Bowl Mops | 12''L x 53/4''W, Blue	Pro-Link, Inc.	205	205	100/cs.	$ 212.42	25%	$ 159.32
Housekeeping Page 52	Duralon Toilet Bowl Mops | MPTBM002/206	Pro-Link, Inc.	206	206	100/cs.	$ 212.42	25%	$ 159.32
Housekeeping Page 52	Deluxe Scratchless Bowl Brush & Caddy | 16'' x 43/4''	Pro-Link, Inc.	333	333	12/cs.	$ 128.47	25%	$ 96.35
Housekeeping Page 52	Deluxe Scratchless Bowl Brush & Caddy | Bowl Brush Only	Pro-Link, Inc.	334	334	12/cs.	$ 108.32	25%	$ 81.24
Housekeeping Page 52	Cone Bowl Mops | 13''L x 51/2'' dia., Removable Cone	Pro-Link, Inc.	3600	3600	50/cs.	$ 237.43	25%	$ 178.07
Housekeeping Page 52	Cone Bowl Mops | 13''L x 51/2'' dia., No Cone	Pro-Link, Inc.	360525-91	360525-91	25/cs.	$ 86.56	25%	$ 64.92
Housekeeping Page 52	Utility Pail | 3 qt. Utility Pail, Green	Pro-Link, Inc.	5503-14C	5503-14C	12/cs.	$ 56.24	25%	$ 42.18

Housekeeping Page 52	Utility Pail | 3 qt. Utility Pail, Red	Pro-Link, Inc.	5503-6S	5503-6S	12/cs.	$ 56.24	25%	$ 42.18
Housekeeping Page 52	Utility Pail | 6 qt. Utility Pail, White	Pro-Link, Inc.	5506	5506	1/ea.	$ 6.28	25%	$ 4.71
Housekeeping Page 52	Utility Pails | 6 qt. Cleaning PuraPail, Green	Pro-Link, Inc.	5506-14C	5506-14C	12/cs.	$ 102.64	25%	$ 76.98
Housekeeping Page 52	Utility Pails | 6 qt. Sanitizing PuraPail, Red	Pro-Link, Inc.	5506-6S	5506-6S	12/cs.	$ 102.64	25%	$ 76.98
Housekeeping Page 53	Siphon Drum Pump | Fits 15, 30 and 55 gal. Drums	Pro-Link, Inc.	2300	2300	6/cs.	$ 151.26	25%	$ 113.45
Housekeeping Page 53	Putty Knives 1/'', Blue, No Logo	Pro-Link, Inc.	3201	3201	1/ea.	$ 6.00	25%	$ 4.50
Housekeeping Page 53	Trigger Sprayers | Smazer General Purpose	Pro-Link, Inc.	4900	4900	250/cs.	$ 286.27	25%	$ 214.70
Housekeeping Page 53	Trigger Sprayers | General Purpose, 10", Red/White	Pro-Link, Inc.	4906	4906	250/cs.	$ 286.27	25%	$ 214.70
Housekeeping Page 53	Trigger Sprayers | Smazer Chemical-Resistant, 10", Gray	Pro-Link, Inc.	4950	4950	100/cs.	$ 343.74	25%	$ 257.81
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 24 oz., Natural, Grooved Grip	Pro-Link, Inc.	5024HG	5024HG	96/cs.	$ 149.00	25%	$ 111.75
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 24 oz., Natural, Regular	Pro-Link, Inc.	5024WG	5024WG	96/cs.	$ 132.24	25%	$ 99.18
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 24 oz., Natural, Regular	Pro-Link, Inc.	5024WG24-91	5024WG24-91	24/cs.	$ 44.89	25%	$ 33.67
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 32 oz., Natural, Grooved Grip	Pro-Link, Inc.	5032HG	5032HG	96/cs.	$ 114.68	25%	$ 86.01
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 32 oz., Natural, Regular	Pro-Link, Inc.	5032WG	5032WG	96/cs.	$ 109.66	25%	$ 82.25
Housekeeping Page 53	Plastic 24 & 32 oz. Graduated Bottles | 32 oz., Natural, Regular	Pro-Link, Inc.	5032WG24	5032WG24	24/cs.	$ 68.81	25%	$ 51.61
Housekeeping Page 53	Trigger Sprayers | General Purpose, 97/8", White	Pro-Link, Inc.	5900	5900	200/cs.	$ 334.33	25%	$ 250.75
Housekeeping Page 53	Trigger Sprayers | Deluxe High Output, 97/8", Blue/White	Pro-Link, Inc.	6109	6109	200/cs.	$ 852.18	25%	$ 639.14
Housekeeping Page 53	Jumbo High Output Trigger Sprayer | 9/''L Tube, Red/White	Pro-Link, Inc.	6149	6149	1/ea.	$ 3.75	25%	$ 2.81
Housekeeping Page 53	Pump-Up Sprayers | Pump-Up Sprayer Foamer, 64 oz.	Pro-Link, Inc.	6500	6500	6/cs.	$ 561.47	25%	$ 421.10
Housekeeping Page 53	Trigger Sprayers | Value Plus, 10", White	Pro-Link, Inc.	6900	6900	250/cs.	$ 357.07	25%	$ 267.80
Housekeeping Page 53	All Purpose Tank Sprayer | 2 gal.	Pro-Link, Inc.	7512	7512	1/ea.	$ 85.91	25%	$ 64.43
Housekeeping Page 53	Pump-Up Sprayers | Jr. Pump-Up Sprayer, 48 oz.	Pro-Link, Inc.	7548	7548	6/cs.	$ 295.74	25%	$ 221.81
Housekeeping Page 53	E-Z Fill® 5 Gal. Container | 5 gal.	Pro-Link, Inc.	7576	7576	6/cs.	$ 198.94	25%	$ 149.21
Housekeeping Page 53	Wall Bracket | 6/''W x 6''H x 4/'' dia.	Pro-Link, Inc.	800	800	12/cs.	$ 274.51	25%	$ 205.88
Housekeeping Page 53	Dispensing Pumps | Delux Plastic Pump	Pro-Link, Inc.	901	901	24/cs.	$ 225.41	25%	$ 169.06
Housekeeping Page 53	Econo Plastic Pail Pump | Fits 5 gal. Pails	Pro-Link, Inc.	904A	904A	24/cs.	$ 184.89	25%	$ 138.67
Housekeeping Page 53	Professional Plungers | Industrial Plunger, 25''H x 6'' dia., Black	Pro-Link, Inc.	9200	9200	6/cs.	$ 93.47	25%	$ 70.10
Housekeeping Page 53	Professional Plungers | Value Plunger, 23''H x 5/'' dia., Black	Pro-Link, Inc.	9201	9201	6/cs.	$ 42.10	25%	$ 31.58
Housekeeping Page 54	Wool Felt Pads | 3/4'' x 4'' Rectangular Pads	Pro-Link, Inc.	5004	5004	100/cs.	$ 76.14	25%	$ 57.11
Housekeeping Page 54	Sled Base Chair Glide | For 10mm 3/8'' Tubing	Pro-Link, Inc.	6010	6010	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Plug Ended Tube Leg Chair Glide | For 22mm (7/8'') dia. Angled Legs	Pro-Link, Inc.	6122	6122	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Plug Ended Tube Leg Chair Glide | For 22mm (7/8'') dia. Angled Legs	Pro-Link, Inc.	6123	6123	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Flexi Felt 1/2''	Pro-Link, Inc.	6326	6326	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Ultimate Swivel Foot Chair Glide | For 1/'' dia. Swivel Glides	Pro-Link, Inc.	6328	6328	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Swivel Foot Chair Glide | 5/8'' Elevation or More	Pro-Link, Inc.	6331	6331	100/cs.	$ 245.72	25%	$ 184.29
Housekeeping Page 54	Caster-Cover™ | Fits Standard Chair Casters	Pro-Link, Inc.	6501B	6501B	10/cs.	$ 65.91	25%	$ 49.43
Housekeeping Page 54	Clear Furniture Glide | 1'' - 1/'' dia. Legs	Pro-Link, Inc.	6825	6825	100/cs.	$ 274.61	25%	$ 205.96
Housekeeping Page 54	Microfiber Cloths | Contractor Bag, Assorted	Pro-Link, Inc.	mfc12	mfc12	12 bags of 12/cs	$ 115.20	25%	$ 86.40
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Blue	Pro-Link, Inc.	MFC1616B	MFC1616B	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Burgundy	Pro-Link, Inc.	MFC1616D	MFC1616D	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Green	Pro-Link, Inc.	MFC1616G	MFC1616G	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Gray	Pro-Link, Inc.	MFC1616GY	MFC1616GY	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Black	Pro-Link, Inc.	MFC1616K	MFC1616K	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Brown	Pro-Link, Inc.	MFC1616N	MFC1616N	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Navy	Pro-Link, Inc.	MFC1616NV	MFC1616NV	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Orange	Pro-Link, Inc.	MFC1616OR	MFC1616OR	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Purple	Pro-Link, Inc.	MFC1616P	MFC1616P	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Pink	Pro-Link, Inc.	MFC1616PK	MFC1616PK	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Red	Pro-Link, Inc.	MFC1616R	MFC1616R	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', White	Pro-Link, Inc.	MFC1616W	MFC1616W	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Cloths | 16'' x 16'', Yellow	Pro-Link, Inc.	MFC1616Y	MFC1616Y	6 bags of 12/cs.	$ 227.01	25%	$ 170.26
Housekeeping Page 54	Microfiber Glass & Surface Cleaning | 16'' x 16'' Cloth, Blue	Pro-Link, Inc.	MFGC1616BL	MFGC1616BL	6 bags of 12/cs.	$ 239.01	25%	$ 179.26
Housekeeping Page 54	Microfiber Glass & Surface Cleaning | 16'' x 16'' Cloth, Blue Suede	Pro-Link, Inc.	MFGC1616SBL	MFGC1616SBL	6 bags of 12/cs.	$ 301.13	25%	$ 225.85
Housekeeping Page 54	Microfiber Glass & Surface Cleaning | 16'' x 16'' Cloth, Green Suede	Pro-Link, Inc.	MFGC1616SGN	MFGC1616SGN	6 bags of 12/cs.	$ 301.11	25%	$ 225.83
Housekeeping Page 54	Microfiber Glass & Surface Cleaning | Velcro Hand Trowel 9/'' x 4''	Pro-Link, Inc.	MFHT11	MFHT11	1/ea.	$ 8.94	25%	$ 6.71
Housekeeping Page 54	Microfiber Glass & Surface Cleaning | 11'' Microfiber Pad	Pro-Link, Inc.	MFM11HDBW	MFM11HDBW	1/ea.	$ 4.02	25%	$ 3.02
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 12''	Pro-Link, Inc.	D1412	D1412	1/ea.	$ 4.73	25%	$ 3.55
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 18''	Pro-Link, Inc.	D1418	D1418	1/ea.	$ 6.02	25%	$ 4.52
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 24''	Pro-Link, Inc.	D1424	D1424	1/ea.	$ 7.27	25%	$ 5.45
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 36''	Pro-Link, Inc.	D1436	D1436	1/ea.	$ 10.05	25%	$ 7.54
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 48''	Pro-Link, Inc.	D1448	D1448	1/ea.	$ 12.56	25%	$ 9.42
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 60''	Pro-Link, Inc.	D1460	D1460	1/ea.	$ 17.15	25%	$ 12.86
Housekeeping Page 55	Economy Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 72''	Pro-Link, Inc.	D1472	D1472	1/ea.	$ 20.19	25%	$ 15.14
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 12''	Pro-Link, Inc.	D2112	D2112	1/ea.	$ 7.98	25%	$ 5.98
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 18''	Pro-Link, Inc.	D2118	D2118	1/ea.	$ 12.49	25%	$ 9.37
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 24''	Pro-Link, Inc.	D2124	D2124	1/ea.	$ 14.92	25%	$ 11.19
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 36''	Pro-Link, Inc.	D2136	D2136	1/ea.	$ 19.98	25%	$ 14.98
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 48''	Pro-Link, Inc.	D2148	D2148	1/ea.	$ 25.84	25%	$ 19.38
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 60''	Pro-Link, Inc.	D2160	D2160	1/ea.	$ 41.48	25%	$ 31.11
Housekeeping Page 55	Standard Launderable Dust Mops | Blue Backing/White Yarn, 5'' x 72''	Pro-Link, Inc.	D2172	D2172	1/ea.	$ 48.78	25%	$ 36.58
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 12''	Pro-Link, Inc.	D3612	D3612	1/ea.	$ 12.66	25%	$ 9.49
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 18''	Pro-Link, Inc.	D3618	D3618	1/ea.	$ 16.89	25%	$ 12.67
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 24''	Pro-Link, Inc.	D3624	D3624	1/ea.	$ 20.89	25%	$ 15.67
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 36''	Pro-Link, Inc.	D3636	D3636	1/ea.	$ 29.13	25%	$ 21.85
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 48''	Pro-Link, Inc.	D3648	D3648	1/ea.	$ 37.86	25%	$ 28.39
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 60''	Pro-Link, Inc.	D3660	D3660	1/ea.	$ 46.85	25%	$ 35.14
Housekeeping Page 55	Standard Plus Launderable Dust Mops | Blue Backing/Blue Yarn, 5'' x 72''	Pro-Link, Inc.	D3672	D3672	1/ea.	$ 55.11	25%	$ 41.33
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 12''	Pro-Link, Inc.	D4512	D4512	1/ea.	$ 5.76	25%	$ 4.32
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 18''	Pro-Link, Inc.	D4518	D4518	1/ea.	$ 7.06	25%	$ 5.29
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 24''	Pro-Link, Inc.	D4524	D4524	1/ea.	$ 8.99	25%	$ 6.74
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 36''	Pro-Link, Inc.	D4536	D4536	1/ea.	$ 12.02	25%	$ 9.02
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 48''	Pro-Link, Inc.	D4548	D4548	1/ea.	$ 14.21	25%	$ 10.66
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 60''	Pro-Link, Inc.	D4560	D4560	1/ea.	$ 20.87	25%	$ 15.65
Housekeeping Page 55	Standard Disposable Dust Mops | Gray Backing/White Yarn, 5'' x 72''	Pro-Link, Inc.	D4572	D4572	1/ea.	$ 24.12	25%	$ 18.09
Housekeeping Page 55	Handles | Wood, 60''	Pro-Link, Inc.	DY160	DY160	1/ea.	$ 15.69	25%	$ 11.77
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 12''	Pro-Link, Inc.	DY212	DY212	1/ea.	$ 4.66	25%	$ 3.49
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 18''	Pro-Link, Inc.	DY218	DY218	1/ea.	$ 5.15	25%	$ 3.86
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 24''	Pro-Link, Inc.	DY224	DY224	1/ea.	$ 5.81	25%	$ 4.36
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 36''	Pro-Link, Inc.	DY236	DY236	1/ea.	$ 7.44	25%	$ 5.58
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 48''	Pro-Link, Inc.	DY248	DY248	1/ea.	$ 10.24	25%	$ 7.68
Housekeeping Page 55	Dust Mop Frames & Handles | 5'' x 60''	Pro-Link, Inc.	DY260	DY260	1/ea.	$ 15.15	25%	$ 11.36
Housekeeping Page 55	Handles | Black Vinyl Covered Metal, 60''	Pro-Link, Inc.	DY360	DY360	1/ea.	$ 18.64	25%	$ 13.98
Housekeeping Page 55	Wedge Mops & Hardware | Blue Wedge Mop	Pro-Link, Inc.	DY400	DY400	1/ea.	$ 9.65	25%	$ 7.24
Housekeeping Page 55	Wedge Mops & Hardware | Frame & Handle	Pro-Link, Inc.	DY401	DY401	1/ea.	$ 10.80	25%	$ 8.10
Housekeeping Page 55	Pipe Duster & Hardware | Pipe Duster Mop	Pro-Link, Inc.	DY402	DY402	1/ea.	$ 12.31	25%	$ 9.23
Housekeeping Page 55	Pipe Duster & Hardware | Frame & Handle	Pro-Link, Inc.	DY403	DY403	1/ea.	$ 9.76	25%	$ 7.32
Housekeeping Page 55	Wedge Mops & Hardware | White Wedge Mop	Pro-Link, Inc.	DY408	DY408	1/ea.	$ 8.96	25%	$ 6.72
Housekeeping Page 55	Handles | Fiberglass, 60''	Pro-Link, Inc.	DY560	DY560	1/ea.	$ 19.25	25%	$ 14.44
Housekeeping Page 56	Compact Mopping System Combo | 21 qt. w/Dirty Water Bucket	Pro-Link, Inc.	2Y/2021-2Y	2Y/2021-2Y	1/ea.	$ 67.95	25%	$ 50.96
Housekeeping Page 56	Pro-Link Side Press Wringer/Bucket Combo	Pro-Link, Inc.	6Y/2635-3Y	6Y/2635-3Y	1/ea.	$ 160.33	25%	$ 120.25
Housekeeping Page 56	Gator® Compact Cart & Accessories | GatorAnchor® Dolly, Black, 18'' dia., 5 Wheels	Pro-Link, Inc.	7704	7704	2/cs.	$ 130.89	25%	$ 98.17
Housekeeping Page 56	Round Waste Receptacles & Accessories | Gator Caddy Bag, Yellow	Pro-Link, Inc.	7705	7705	6/cs.	$ 296.00	25%	$ 222.00
Housekeeping Page 56	Gator® Compact Cart & Accessories | Gator® Dolly, Black, 24'' dia., 4 Wheels	Pro-Link, Inc.	7708	7708	2/cs.	$ 165.55	25%	$ 124.16
Housekeeping Page 56	Round Waste Receptacles & Accessories | Gator Lid, Gray, Fits 32 gal. Container	Pro-Link, Inc.	7733-3	7733-3	6/cs.	$ 180.00	25%	$ 135.00
Housekeeping Page 56	Round Waste Receptacles & Accessories | Gator Container, w/o Lid, Gray, 44 gal.	Pro-Link, Inc.	7744-3	7744-3	4/cs.	$ 358.85	25%	$ 269.14
Housekeeping Page 56	Round Waste Receptacles & Accessories | Gator Container, w/o Lid, Gray, 55 gal.	Pro-Link, Inc.	7755-3	7755-3	4/cs.	$ 210.00	25%	$ 157.50
Housekeeping Page 56	Value/Plus Wringer Bucket Combo | 26-35 qt.	Pro-Link, Inc.	7Y/2636-3Y	7Y/2636-3Y	1/ea.	$ 125.38	25%	$ 94.04

Housekeeping Page 56	Side Press Combo Water Management System | 35 qt. w/Dirty Water Bucket & Sedir	Pro-Link, Inc.	8Y/2637-3Y	8Y/2637-3Y	1/ea.	$ 177.34	25%	$ 133.01	
Housekeeping Page 56	Bucket & Wringer Combo | 32 qt. Capacity	Pro-Link, Inc.	MBW2632	MBW2632	1/ea.	$ 107.08	25%	$ 80.31	
Housekeeping Page 57	Lobby Dust Pans/Broom | LobbyMaster® Dust Pan, 37'', w/Pro-Link Logo	Pro-Link, Inc.	2600	2600	6/cs.	$ 128.00	25%	$ 96.00	
Housekeeping Page 57	Lobby Dust Pans/Broom | Broom, 36''H x 8''W x 11/2''D	Pro-Link, Inc.	2601	2601	12/cs.	$ 118.00	25%	$ 88.50	
Housekeeping Page 57	Lobby Dust Pans/Broom | Dust Pan, 32" x 12" x 11", Black With ''L'' Grip	Pro-Link, Inc.	2602	2602	6/cs.	$ 130.00	25%	$ 97.50	
Housekeeping Page 57	Metal Dust Pans | 12''W x 14''D	Pro-Link, Inc.	4212	4212	12/cs.	$ 140.11	25%	$ 105.08	
Housekeeping Page 57	Metal Dust Pans | 16"W x 151/2''D	Pro-Link, Inc.	4216	4216	12/cs.	$ 267.23	25%	$ 200.42	
Housekeeping Page 57	Screw-Type Mop Handles | Wood, 54''	Pro-Link, Inc.	527540	527540	12/cs.	$ 189.26	25%	$ 141.95	
Housekeeping Page 57	Screw-Type Mop Handles | Wood, 60''	Pro-Link, Inc.	527600	527600	12/cs.	$ 197.72	25%	$ 148.29	
Housekeeping Page 57	Screw-Type Mop Handles | Fiberglass, 54''	Pro-Link, Inc.	528540	528540	12/cs.	$ 235.00	25%	$ 176.25	
Housekeeping Page 57	Screw-Type Mop Handles | Fiberglass, 60''	Pro-Link, Inc.	528600	528600	12/cs.	$ 250.36	25%	$ 187.77	
Housekeeping Page 57	Jumbo Dust Pans | 12''W x 12''D	Pro-Link, Inc.	710	710	12/cs.	$ 54.33	25%	$ 40.75	
Housekeeping Page 57	Microfiber Frames and Handles | Telescoping Handle, 1'' x 72''	Pro-Link, Inc.	MMTH72	MMTH72	1/ea.	$ 16.12	25%	$ 12.09	
Housekeeping Page 57	Smooth Operator Nylon Finish Applicators | 18"	Pro-Link, Inc.	SMO18	SMO18	1/ea.	$ 18.35	25%	$ 13.76	
Housekeeping Page 57	Smooth Operator Nylon Finish Applicators | 24"	Pro-Link, Inc.	SMO24	SMO24	1/ea.	$ 24.45	25%	$ 18.34	
Housekeeping Page 57	T-Bars | Heavy-Weight, 18"	Pro-Link, Inc.	TBH18	TBH18	1/ea.	$ 88.64	25%	$ 66.48	
Housekeeping Page 57	T-Bars | Heavy-Weight, 24"	Pro-Link, Inc.	TBH24	TBH24	1/ea.	$ 118.19	25%	$ 88.64	
Housekeeping Page 57	T-Bars | Light-Weight, 18"	Pro-Link, Inc.	TBL18	TBL18	1/ea.	$ 35.48	25%	$ 26.61	
Housekeeping Page 57	T-Bars | Light-Weight, 24"	Pro-Link, Inc.	TBL24	TBL24	1/ea.	$ 47.32	25%	$ 35.49	
Housekeeping Page 57	Mr. Quick Handles | Fiberglass, 60''	Pro-Link, Inc.	WY460	WY460	1/ea.	$ 18.49	25%	$ 13.87	
Housekeeping Page 57	Wet Grip Handles | Fiberglass, 1'' x 60''	Pro-Link, Inc.	WY560F	WY560F	1/ea.	$ 30.24	25%	$ 22.68	
Housekeeping Page 57	Wet Grip Handles | Wood, 11/8'' x 60''	Pro-Link, Inc.	WY560W	WY560W	1/ea.	$ 26.49	25%	$ 19.87	
Housekeeping Page 57	Easy Change Handles | Fiberglass, 1'' x 54''	Pro-Link, Inc.	WY654F	WY654F	1/ea.	$ 21.98	25%	$ 16.48	
Housekeeping Page 57	Easy Change Handles | Wood, 1'' x 54''	Pro-Link, Inc.	WY654W	WY654W	1/ea.	$ 16.99	25%	$ 12.74	
Housekeeping Page 57	Easy Change Handles | Fiberglass, 1'' x 60''	Pro-Link, Inc.	WY660F	WY660F	1/ea.	$ 24.00	25%	$ 18.00	
Housekeeping Page 57	Easy Change Handles | Wood, 1'' x 60'	Pro-Link, Inc.	WY660W	WY660W	1/ea.	$ 18.78	25%	$ 14.08	
Housekeeping Page 57	Easy Change Handles | Aluminum Telescoping, 72''	Pro-Link, Inc.	WY672A	WY672A	1/ea.	$ 25.34	25%	$ 19.01	
Housekeeping Page 57	Grabber Handles | Fiberglass, 60''	Pro-Link, Inc.	WY760	WY760	1/ea.	$ 27.39	25%	$ 20.54	
Housekeeping Page 57	Grabber Handles | Wood, 60''	Pro-Link, Inc.	WY860	WY860	1/ea.	$ 22.21	25%	$ 16.66	
Housekeeping Page 57	Mr. Quick Handles | Wood, 60''	Pro-Link, Inc.	WY960	WY960	1/ea.	$ 15.81	25%	$ 11.86	
Microfiber Page 58	C16 Series Dark Color Cloths	Pro-Link, Inc.	C16	C16	1/ea.	$ 1.13	25%	$ 0.85	
Microfiber Page 58	C300 Series Pale Color Cloths	Pro-Link, Inc.	C300	C300	1/ea.	$ 1.27	25%	$ 0.95	
Microfiber Page 58	Locking Cart	Pro-Link, Inc.	cart500	cart500	1/ea.	$ 811.76	25%	$ 608.82	
Microfiber Page 58	Disposable 8" x 10" Cloth	Pro-Link, Inc.	C-WHT8	C-WHT8	1/ea.	$ 0.52	25%	$ 0.39	
Microfiber Page 58	Disposable Pad	Pro-Link, Inc.	dis10pad	dis10pad	1/ea.	$ 1.41	25%	$ 1.06	
Microfiber Page 58	Diposable Flat Mop	Pro-Link, Inc.	dis-gprm18	dis-gprm18	1/ea.	$ 0.75	25%	$ 0.56	
Microfiber Page 58	String Mop	Pro-Link, Inc.	dis-string	dis-string	1/ea.	$ 5.29	25%	$ 3.97	
Microfiber Page 58	High Duster Kit |	Pro-Link, Inc.	dust12-kit	dust12-kit	1/ea.	$ 14.00	25%	$ 10.50	
Microfiber Page 58	Complete Tube Mop System	Pro-Link, Inc.	KIT-DBMOP	KIT-DBMOP	1/ea.	$ 223.53	25%	$ 167.65	
Microfiber Page 58	Floor Finish Speed |	Pro-Link, Inc.	kit-press	kit-press	1/ea.	$ 247.06	25%	$ 185.29	
Microfiber Page 58	Wall-Desk-Glass Clean |	Pro-Link, Inc.	KIT-S-19102	KIT-S-19102	1/ea.	$ 105.88	25%	$ 79.41	
Microfiber Page 58	Dust Mops	Pro-Link, Inc.	mag-all Sizes	mag-all Sizes	1/ea.	Call	25%		
Microfiber Page 58	Compact Cart	Pro-Link, Inc.	Perfect-cart	Perfect-cart	1/ea.	$ 588.24	25%	$ 441.18	
Microfiber Page 58	Dust Kit	Pro-Link, Inc.	save-duster	save-duster	1/ea.	$ 20.00	25%	$ 15.00	
Microfiber Page 58	Spray Mop Velcro	Pro-Link, Inc.	spray-mop-18	spray-mop-18	1/ea.	$ 138.82	25%	$ 104.12	
Microfiber Page 58	Spray Mop PKT	Pro-Link, Inc.	spray-mop-pkt	spray-mop-pkt	1/ea.	$ 138.82	25%	$ 104.12	
Microfiber Page 58	Disposable Blue Wiper	Pro-Link, Inc.	WIPER12BLU	WIPER12BLU	Carton of 50	$ 23.41	25%	$ 17.56	
Microfiber Page 59	Microfiber Frames and Handles | Collapsible Frame, 4/'' x 16'', Pocket Style	Pro-Link, Inc.	CFPS16	CFPS16	1/ea.	$ 17.22	25%	$ 12.92	
Microfiber Page 59	Microfiber Frames and Handles | Collapsible Frame, 5'' x 16'', Tab Style	Pro-Link, Inc.	CFTS16	CFTS16	1/ea.	$ 17.27	25%	$ 12.95	
Microfiber Page 59	Microfiber Charging Systems | Standard, 4 Gallon, Gray	Pro-Link, Inc.	MCB4GY	MCB4GY	1/ea.	$ 67.55	25%	$ 50.66	
Microfiber Page 59	Microfiber Charging Systems | Standard, 4 Gallon, Red	Pro-Link, Inc.	MCB4RD	MCB4RD	1/ea.	$ 67.55	25%	$ 50.66	
Microfiber Page 59	Double Bucket System | Double Bucket System, 5 Gallon Bucket	Pro-Link, Inc.	MDBS25	MDBS25	1/ea.	$ 180.89	25%	$ 135.67	
Microfiber Page 59	Microfiber Frames and Handles | Rectangular Frame, 5'' x 16''	Pro-Link, Inc.	MFF16	MFF16	1/ea.	$ 12.85	25%	$ 9.64	
Microfiber Page 59	Microfiber Frames and Handles | Rectangular Frame, 5'' x 24''	Pro-Link, Inc.	MFF24	MFF24	1/ea.	$ 16.54	25%	$ 12.41	
Microfiber Page 59	Heavy-Duty Microfiber Finish Pad | 5'' x 18'', Blue w/White	Pro-Link, Inc.	MFM18HDF	MFM18HDF	1/ea.	$ 9.11	25%	$ 6.83	
Microfiber Page 59	Microfiber Frames and Handles | Telescoping Handle, 1'' x 60''	Pro-Link, Inc.	MMTH60	MMTH60	1/ea.	$ 10.75	25%	$ 8.06	
Microfiber Page 59	Charging System Trolleys | Holds 1 Bucket & Waste Basket (Sold Separately)	Pro-Link, Inc.	MSBC4216	MSBC4216	1/ea.	$ 249.74	25%	$ 187.31	
Microfiber Page 59	Microfiber Charging Systems | Premium, 6 Gallon Gray Bucket w/Casters	Pro-Link, Inc.	PMCB6GY	PMCB6GY	1/ea.	$ 53.88	25%	$ 40.41	
Microfiber Page 59	Microfiber Charging Systems | Premium, Gray Lid	Pro-Link, Inc.	PMCB6GYLID	PMCB6GYLID	1/ea.	$ 32.28	25%	$ 24.21	
Microfiber Page 59	Microfiber Frames and Handles | Trapezoid Frame, 3/'' x 16''	Pro-Link, Inc.	TMF16	TMF16	1/ea.	$ 12.85	25%	$ 9.64	
Microfiber Page 59	Microfiber Frames and Handles | Premium Trapezoid Frame, 33/4'' x 16''	Pro-Link, Inc.	TMF16V	TMF16V	1/ea.	$ 12.85	25%	$ 9.64	
Microfiber Page 59	Microfiber Frames and Handles | Trapezoid Frame, 3/'' x 24''	Pro-Link, Inc.	TMF24	TMF24	1/ea.	$ 16.54	25%	$ 12.41	
Microfiber Page 59	Microfiber Frames and Handles | Premium Trapezoid Frame, 3/'' x 24''	Pro-Link, Inc.	TMF24V	TMF24V	1/ea.	$ 16.54	25%	$ 12.41	
Microfiber Page 60	Healthcare Microfiber Wet Pads | Blue w/Blue Binding	Pro-Link, Inc.	HCMM19WBL	HCMM19WBL	1/ea.	$ 7.53	25%	$ 5.65	
Microfiber Page 60	Healthcare Microfiber Wet Pads | Blue w/Green Binding	Pro-Link, Inc.	HCMM19WGN	HCMM19WGN	1/ea.	$ 7.53	25%	$ 5.65	
Microfiber Page 60	Healthcare Microfiber Wet Pads | Blue w/Red Binding	Pro-Link, Inc.	HCMM19WRD	HCMM19WRD	1/ea.	$ 7.53	25%	$ 5.65	
Microfiber Page 60	Healthcare Microfiber Wet Pads | Blue w/Yellow Binding	Pro-Link, Inc.	HCMM19WYL	HCMM19WYL	1/ea.	$ 7.53	25%	$ 5.65	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Blue, 18''	Pro-Link, Inc.	MFM18HDBW	MFM18HDBW	1/ea.	$ 6.16	25%	$ 4.62	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Green, 18''	Pro-Link, Inc.	MFM18HDBWG	MFM18HDBWG	1/ea.	$ 6.16	25%	$ 4.62	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Red, 18''	Pro-Link, Inc.	MFM18HDBWR	MFM18HDBWR	1/ea.	$ 6.16	25%	$ 4.62	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Yellow, 18''	Pro-Link, Inc.	MFM18HDBWY	MFM18HDBWY	1/ea.	$ 6.16	25%	$ 4.62	
Microfiber Page 60	Heavy-Duty Striped Microfiber Scrubber Wet Pads | 5'' x 18''	Pro-Link, Inc.	MFM18HDWS	MFM18HDWS	1/ea.	$ 10.12	25%	$ 7.59	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Blue, 24''	Pro-Link, Inc.	MFM24HDBW	MFM24HDBW	1/ea.	$ 8.16	25%	$ 6.12	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Green, 24''	Pro-Link, Inc.	MFM24HDBWG	MFM24HDBWG	1/ea.	$ 8.16	25%	$ 6.12	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Red, 24''	Pro-Link, Inc.	MFM24HDBWR	MFM24HDBWR	1/ea.	$ 8.16	25%	$ 6.12	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Yellow, 24''	Pro-Link, Inc.	MFM24HDBWY	MFM24HDBWY	1/ea.	$ 8.16	25%	$ 6.12	
Microfiber Page 60	Heavy-Duty Striped Microfiber Scrubber Wet Pads | 5'' x 24''	Pro-Link, Inc.	MFM24HDWS	MFM24HDWS	1/ea.	$ 12.31	25%	$ 9.23	
Microfiber Page 60	Heavy-Duty Microfiber Wet Pads | Blue, 48''	Pro-Link, Inc.	MFM48HDBW	MFM48HDBW	1/ea.	$ 15.62	25%	$ 11.72	
Microfiber Page 60	Ultra Aggressor Microfiber Wet Pads | Blue	Pro-Link, Inc.	UAMM18WBL	UAMM18WBL	1/ea.	$ 6.52	25%	$ 4.89	
Microfiber Page 60	Ultra Aggressor Microfiber Wet Pads | Green	Pro-Link, Inc.	UAMM18WGN	UAMM18WGN	1/ea.	$ 6.52	25%	$ 4.89	
Microfiber Page 60	Ultra Aggressor Microfiber Wet Pads | Red	Pro-Link, Inc.	UAMM18WRD	UAMM18WRD	1/ea.	$ 6.52	25%	$ 4.89	
Microfiber Page 60	Ultra Aggressor Microfiber Wet Pads | Yellow	Pro-Link, Inc.	UAMM18WYL	UAMM18WYL	1/ea.	$ 6.52	25%	$ 4.89	
Microfiber Page 60	Ultra Looped-End Microfiber Wet Pads | Pocket Style, White	Pro-Link, Inc.	ULMM18WPWH	ULMM18WPWH	1/ea.	$ 8.05	25%	$ 6.04	
Microfiber Page 60	Ultra Looped-End Microfiber Wet Pads | Tab Style, White	Pro-Link, Inc.	ULMM18WTWH	ULMM18WTWH	1/ea.	$ 8.31	25%	$ 6.23	
Microfiber Page 60	Ultra Looped-End Microfiber Wet Pads | Velcro Style, White	Pro-Link, Inc.	ULMM195WVW	ULMM195WVW	1/ea.	$ 11.15	25%	$ 8.36	
Microfiber Page 61	Pocket Pro Microfiber Wet Mop | 5'' x 18'' Blue	Pro-Link, Inc.	PPMM18WBL	PPMM18WBL	1/ea.	$ 11.81	25%	$ 8.86	
Microfiber Page 61	Pocket Pro Microfiber Wet Mop | 5'' x 18'' Green	Pro-Link, Inc.	PPMM18WGR	PPMM18WGR	1/ea.	$ 11.81	25%	$ 8.86	
Microfiber Page 61	Pocket Pro Microfiber Wet Mop | 5'' x 18'' Red	Pro-Link, Inc.	PPMM18WRD	PPMM18WRD	1/ea.	$ 11.81	25%	$ 8.86	
Microfiber Page 61	Pocket Pro Microfiber Wet Mop | 5'' x 18'' Yellow	Pro-Link, Inc.	PPMM18WYL	PPMM18WYL	1/ea.	$ 11.81	25%	$ 8.86	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | White, Large, 1-1/4'' Headband	Pro-Link, Inc.	W31LG	W31LG	1/ea.	$ 13.65	25%	$ 10.24	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Blue, Large, 1-1/4'' Headband	Pro-Link, Inc.	W31LGB	W31LGB	1/ea.	$ 16.31	25%	$ 12.23	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Green, Large, 1-1/4'' Headband	Pro-Link, Inc.	W31LGG	W31LGG	1/ea.	$ 16.31	25%	$ 12.23	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Gray, Large, 1-1/4'' Headband	Pro-Link, Inc.	W31LGGY	W31LGGY	1/ea.	$ 16.31	25%	$ 12.23	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Orange, Large, 1-1/4'' Headband	Pro-Link, Inc.	W31LGOR	W31LGOR	1/ea.	$ 16.31	25%	$ 12.23	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | White, Medium, 1-1/4'' Headband	Pro-Link, Inc.	W31MD	W31MD	1/ea.	$ 12.40	25%	$ 9.30	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Blue, Medium, 1-1/4'' Headband	Pro-Link, Inc.	W31MDB	W31MDB	1/ea.	$ 12.73	25%	$ 9.55	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Green, Medium, 1-1/4'' Headband	Pro-Link, Inc.	W31MDG	W31MDG	1/ea.	$ 12.73	25%	$ 9.55	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Gray, Medium, 1-1/4'' Headband	Pro-Link, Inc.	W31MDGY	W31MDGY	1/ea.	$ 12.73	25%	$ 9.55	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Orange, Medium, 1-1/4'' Headband	Pro-Link, Inc.	W31MDOR	W31MDOR	1/ea.	$ 12.73	25%	$ 9.55	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | White, Large, 5'' Headband	Pro-Link, Inc.	W32LG	W32LG	1/ea.	$ 16.80	25%	$ 12.60	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Blue, Large, 5'' Headband	Pro-Link, Inc.	W32LGB5	W32LGB5	1/ea.	$ 17.62	25%	$ 13.22	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Green, Large, 5'' Headband	Pro-Link, Inc.	W32LGG5	W32LGG5	1/ea.	$ 17.62	25%	$ 13.22	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Gray, Large, 5'' Headband	Pro-Link, Inc.	W32LGGY5	W32LGGY5	1/ea.	$ 17.62	25%	$ 13.22	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Orange, Large, 5'' Headband	Pro-Link, Inc.	W32LGOR5	W32LGOR5	1/ea.	$ 17.62	25%	$ 13.22	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | White, Medium, 5'' Headband	Pro-Link, Inc.	W32MD	W32MD	1/ea.	$ 13.27	25%	$ 9.95	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Blue, Medium, 5'' Headband	Pro-Link, Inc.	W32MDB5	W32MDB5	1/ea.	$ 14.33	25%	$ 10.75	
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Green, Medium, 5'' Headband	Pro-Link, Inc.	W32MDG5	W32MDG5	1/ea.	$ 14.33	25%	$ 10.75	

Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Gray, Medium, 5'' Headband	Pro-Link, Inc.	W32MDGY5	W32MDGY5	1/ea.	$ 14.33	25%	$ 10.75
Microfiber Page 61	Multi-Surface Tube Microfiber Wet Mops | Orange, Medium, 5'' Headband	Pro-Link, Inc.	W32MDOR5	W32MDOR5	1/ea.	$ 14.33	25%	$ 10.75
Microfiber Page 61	EVS Micromop Wet | Blue 19.5'' x 5''	Pro-Link, Inc.	WEVS195BL	WEVS195BL	1/ea.	$ 10.05	25%	$ 7.54
Microfiber Page 61	Non-Woven String Mops | White 1-1/4'' Headband	Pro-Link, Inc.	WNW16	WNW16	1/ea.	$ 3.84	25%	$ 2.88
Microfiber Page 61	Non-Woven String Mops | White 1-1/4'' Headband	Pro-Link, Inc.	WNW165	WNW165	1/ea.	$ 4.45	25%	$ 3.34
Microfiber Page 61	Non-Woven String Mops | White Sta-Flat, #16	Pro-Link, Inc.	WNW16SF	WNW16SF	1/ea.	$ 6.99	25%	$ 5.24
Microfiber Page 61	Non-Woven String Mops | White 1-1/4'' Headband	Pro-Link, Inc.	WNW20	WNW20	1/ea.	$ 4.09	25%	$ 3.07
Microfiber Page 61	Non-Woven String Mops | White 5'' Headband	Pro-Link, Inc.	WNW205	WNW205	1/ea.	$ 4.71	25%	$ 3.53
Microfiber Page 61	Non-Woven String Mops | White Sta-Flat, #20	Pro-Link, Inc.	WNW20SF	WNW20SF	1/ea.	$ 7.27	25%	$ 5.45
Microfiber Page 61	Non-Woven String Mops | White 1-1/4'' Headband	Pro-Link, Inc.	WNW24	WNW24	1/ea.	$ 4.38	25%	$ 3.28
Microfiber Page 61	Non-Woven String Mops | White 5'' Headband	Pro-Link, Inc.	WNW245	WNW245	1/ea.	$ 5.01	25%	$ 3.76
Microfiber Page 61	Non-Woven String Mops | White Sta-Flat, #24	Pro-Link, Inc.	WNW24SF	WNW24SF	1/ea.	$ 7.55	25%	$ 5.66
Microfiber Page 61	Non-Woven String Mops | White 1-1/4'' Headband	Pro-Link, Inc.	WNW32	WNW32	1/ea.	$ 5.13	25%	$ 3.85
Microfiber Page 61	Non-Woven String Mops | White 5'' Headband	Pro-Link, Inc.	WNW325	WNW325	1/ea.	$ 5.76	25%	$ 4.32
Microfiber Page 61	Non-Woven String Mops | White Sta-Flat, #32	Pro-Link, Inc.	WNW32SF	WNW32SF	1/ea.	$ 8.31	25%	$ 6.23
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - Green, 18''	Pro-Link, Inc.	DFM18W	DFM18W	1/ea.	$ 15.91	25%	$ 11.93
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - Blue, 24''	Pro-Link, Inc.	DFM24W	DFM24W	1/ea.	$ 18.64	25%	$ 13.98
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - White, 36''	Pro-Link, Inc.	DFM36W	DFM36W	1/ea.	$ 24.12	25%	$ 18.09
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - White, 48''	Pro-Link, Inc.	DFM48W	DFM48W	1/ea.	$ 30.24	25%	$ 22.68
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - White, 60''	Pro-Link, Inc.	DFM60W	DFM60W	1/ea.	$ 44.14	25%	$ 33.11
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Fusion - White, 72''	Pro-Link, Inc.	DFM72W	DFM72W	1/ea.	$ 51.93	25%	$ 38.95
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 11''	Pro-Link, Inc.	MFM11HDBD	MFM11HDBD	1/ea.	$ 4.45	25%	$ 3.34
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 18''	Pro-Link, Inc.	MFM18HDBD	MFM18HDBD	1/ea.	$ 7.22	25%	$ 5.42
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 24''	Pro-Link, Inc.	MFM24HDBD	MFM24HDBD	1/ea.	$ 9.01	25%	$ 6.76
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 36''	Pro-Link, Inc.	MFM36HDBD	MFM36HDBD	1/ea.	$ 13.13	25%	$ 9.85
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 48''	Pro-Link, Inc.	MFM48HDBD	MFM48HDBD	1/ea.	$ 17.36	25%	$ 13.02
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 60''	Pro-Link, Inc.	MFM60HDBD	MFM60HDBD	1/ea.	$ 21.55	25%	$ 16.16
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Heavy-Duty, 72''	Pro-Link, Inc.	MFM72HDBD	MFM72HDBD	1/ea.	$ 25.84	25%	$ 19.38
Microfiber Page 62	Microfiber Scissor Dust Mops | 5'' x 36'' Head, White	Pro-Link, Inc.	MFSD36WH	MFSD36WH	1/ea.	$ 21.48	25%	$ 16.11
Microfiber Page 62	Microfiber Scissor Dust Mops | 72'' Handle & Frame	Pro-Link, Inc.	MFSDM72	MFSDM72	1/ea.	$ 100.52	25%	$ 75.39
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Large, 5'' Headband	Pro-Link, Inc.	MW005LB	MW005LB	1/ea.	$ 21.84	25%	$ 16.38
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Large, 5'' Headband	Pro-Link, Inc.	MW005LG	MW005LG	1/ea.	$ 21.84	25%	$ 16.38
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Medium, 5'' Headband	Pro-Link, Inc.	MW005MB	MW005MB	1/ea.	$ 15.04	25%	$ 11.28
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Medium, 5'' Headband	Pro-Link, Inc.	MW005MG	MW005MG	1/ea.	$ 15.04	25%	$ 11.28
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Large, 9'' Headband	Pro-Link, Inc.	MW009LB	MW009LB	1/ea.	$ 22.35	25%	$ 16.76
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Large, 9'' Headband	Pro-Link, Inc.	MW009LG	MW009LG	1/ea.	$ 22.35	25%	$ 16.76
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Medium, 9'' Headband	Pro-Link, Inc.	MW009MB	MW009MB	1/ea.	$ 16.96	25%	$ 12.72
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Medium, 9'' Headband	Pro-Link, Inc.	MW009MG	MW009MG	1/ea.	$ 16.96	25%	$ 12.72
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Large, 1-1/4'' Headband	Pro-Link, Inc.	MW125LB	MW125LB	1/ea.	$ 21.32	25%	$ 15.99
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Large, 1-1/4'' Headband	Pro-Link, Inc.	MW125LG	MW125LG	1/ea.	$ 21.32	25%	$ 15.99
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Blue, Medium, 1-1/4'' Headband	Pro-Link, Inc.	MW125MB	MW125MB	1/ea.	$ 14.49	25%	$ 10.87
Microfiber Page 62	MicroWeave Microfiber Looped-End Wet Mops | Green, Medium, 1-1/4'' Headband	Pro-Link, Inc.	MW125MG	MW125MG	1/ea.	$ 14.49	25%	$ 10.87
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Ultra Hybrid, 18''	Pro-Link, Inc.	UHMM18	UHMM18	1/ea.	$ 10.12	25%	$ 7.59
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Ultra Hybrid, 24''	Pro-Link, Inc.	UHMM24	UHMM24	1/ea.	$ 12.68	25%	$ 9.51
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Ultra Hybrid, 36''	Pro-Link, Inc.	UHMM36	UHMM36	1/ea.	$ 18.42	25%	$ 13.82
Microfiber Page 62	Microfiber Dust Mop Pads - Traditional Style Backing | Ultra Hybrid, 48''	Pro-Link, Inc.	UHMM48	UHMM48	1/ea.	$ 29.20	25%	$ 21.90
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Cut-Pile Heavy-Duty, 18''	Pro-Link, Inc.	UMM18	UMM18	1/ea.	$ 10.12	25%	$ 7.59
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Cut-Pile Heavy-Duty, 24''	Pro-Link, Inc.	UMM24	UMM24	1/ea.	$ 12.68	25%	$ 9.51
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Cut-Pile Heavy-Duty, 36''	Pro-Link, Inc.	UMM36	UMM36	1/ea.	$ 18.42	25%	$ 13.82
Microfiber Page 62	Microfiber Dust Pads - Velcro Backing | Cut-Pile Heavy-Duty, 48''	Pro-Link, Inc.	UMM48	UMM48	1/ea.	$ 24.66	25%	$ 18.49
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 24'', Blue	Pro-Link, Inc.	DMPP24B	DMPP24B	12/cs.	$ 223.06	25%	$ 167.29
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 24'', Green	Pro-Link, Inc.	DMPP24G	DMPP24G	12/cs.	$ 223.06	25%	$ 167.29
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 24'', Red	Pro-Link, Inc.	DMPP24R	DMPP24R	12/cs.	$ 223.06	25%	$ 167.29
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 24'', Yellow	Pro-Link, Inc.	DMPP24Y	DMPP24Y	12/cs.	$ 223.06	25%	$ 167.29
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 36'', Blue	Pro-Link, Inc.	DMPP36B	DMPP36B	12/cs.	$ 288.56	25%	$ 216.42
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 36'', Green	Pro-Link, Inc.	DMPP36G	DMPP36G	12/cs.	$ 288.56	25%	$ 216.42
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 36'', Red	Pro-Link, Inc.	DMPP36R	DMPP36R	12/cs.	$ 288.56	25%	$ 216.42
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 36'', Yellow	Pro-Link, Inc.	DMPP36Y	DMPP36Y	12/cs.	$ 288.56	25%	$ 216.42
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 48'', Blue	Pro-Link, Inc.	DMPP48B	DMPP48B	12/cs.	$ 361.13	25%	$ 270.85
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 48'', Green	Pro-Link, Inc.	DMPP48G	DMPP48G	12/cs.	$ 361.13	25%	$ 270.85
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 48'', Red	Pro-Link, Inc.	DMPP48R	DMPP48R	12/cs.	$ 361.13	25%	$ 270.85
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 48'', Yellow	Pro-Link, Inc.	DMPP48Y	DMPP48Y	12/cs.	$ 361.13	25%	$ 270.85
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 60'', Blue	Pro-Link, Inc.	DMPP60B	DMPP60B	12/cs.	$ 527.72	25%	$ 395.79
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 60'', Green	Pro-Link, Inc.	DMPP60G	DMPP60G	12/cs.	$ 527.72	25%	$ 395.79
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 60'', Red	Pro-Link, Inc.	DMPP60R	DMPP60R	12/cs.	$ 527.72	25%	$ 395.79
Microfiber Page 63	Pro Plus Microfiber Dust Mops | 5'' x 60'', Yellow	Pro-Link, Inc.	DMPP60Y	DMPP60Y	12/cs.	$ 527.72	25%	$ 395.79
Microfiber Page 63	Single Use Microfiber Cleaning Pad	Pro-Link, Inc.	LFDP18	LFDP18	150/cs.	$ 118.56	25%	$ 88.92
Microfiber Page 63	Disposable Microfiber Mop Frame	Pro-Link, Inc.	LFMS18	LFMS18	6/bx.	$ 82.08	25%	$ 61.56
Microfiber Page 63	MicroTwist Disposable Microfiber Wet Mops | White, Large, 5'' Headband	Pro-Link, Inc.	MM005LW	MM005LW	1/ea.	$ 7.44	25%	$ 5.58
Microfiber Page 63	MicroTwist Disposable Microfiber Wet Mops | White, Medium, 5'' Headband	Pro-Link, Inc.	MM005MW	MM005MW	1/ea.	$ 5.48	25%	$ 4.11
Microfiber Page 63	MicroTwist Disposable Microfiber Wet Mops | White, Large, 1-1/4'' Headband	Pro-Link, Inc.	MM125LW	MM125LW	1/ea.	$ 6.52	25%	$ 4.89
Microfiber Page 63	MicroTwist Disposable Microfiber Wet Mops | White, Medium, 1-1/4'' Headband	Pro-Link, Inc.	MM125MW	MM125MW	1/ea.	$ 4.59	25%	$ 3.44
Microfiber Page 63	Single Use Wet Mop Pad	Pro-Link, Inc.	MMD18W	MMD18W	200/cs.	$ 277.65	25%	$ 208.24
Microfiber Page 63	Single Use Microfiber Cloths	Pro-Link, Inc.	SMFC810WB	SMFC810WB	1,200/cs.	$ 329.51	25%	$ 247.13
Mops Page 64	Premium Loop-End Wet Mops | 1-1/4'' Headband, Large, White	Pro-Link, Inc.	W01LG	W01LG	1/ea.	$ 13.34	25%	$ 10.01
Mops Page 64	Premium Loop-End Wet Mops | 1-1/4'' Headband, Medium, White	Pro-Link, Inc.	W01MD	W01MD	1/ea.	$ 10.94	25%	$ 8.21
Mops Page 64	Premium Loop-End Wet Mops | 1-1/4'' Headband, Small, White	Pro-Link, Inc.	W01SM	W01SM	1/ea.	$ 9.91	25%	$ 7.43
Mops Page 64	Premium Loop-End Wet Mops | 1-1/4'' Headband, X-Large, White	Pro-Link, Inc.	W01XL	W01XL	1/ea.	$ 15.13	25%	$ 11.35
Mops Page 64	Premium Loop-End Wet Mops | 5'' Headband, Large, White	Pro-Link, Inc.	W05LG	W05LG	1/ea.	$ 14.31	25%	$ 10.73
Mops Page 64	Premium Loop-End Wet Mops | 5'' Headband, Medium, White	Pro-Link, Inc.	W05MD	W05MD	1/ea.	$ 11.88	25%	$ 8.91
Mops Page 64	Premium Loop-End Wet Mops | 5'' Headband, Small, White	Pro-Link, Inc.	W05SM	W05SM	1/ea.	$ 10.78	25%	$ 8.08
Mops Page 64	Premium Loop-End Wet Mops | 5'' Headband, X-Large, White	Pro-Link, Inc.	W05XL	W05XL	1/ea.	$ 16.09	25%	$ 12.07
Mops Page 64	Standard Plus Loop-End Wet Mops | 1-1/4'' Headband, Large, White	Pro-Link, Inc.	W09LG	W09LG	1/ea.	$ 11.67	25%	$ 8.75
Mops Page 64	Standard Plus Loop-End Wet Mops | 1-1/4'' Headband, Medium, White	Pro-Link, Inc.	W09MD	W09MD	1/ea.	$ 9.29	25%	$ 6.97
Mops Page 64	Standard Plus Loop-End Wet Mops | 1-1/4'' Headband, Small, White	Pro-Link, Inc.	W09SM	W09SM	1/ea.	$ 8.19	25%	$ 6.14
Mops Page 64	Standard Plus Loop-End Wet Mops | 1-1/4'' Headband, X-Large, White	Pro-Link, Inc.	W09XL	W09XL	1/ea.	$ 13.86	25%	$ 10.39
Mops Page 64	Standard Plus Loop-End Wet Mops | 5'' Headband, Large, White	Pro-Link, Inc.	W13LG	W13LG	1/ea.	$ 12.56	25%	$ 9.42
Mops Page 64	Standard Plus Loop-End Wet Mops | 5'' Headband, Medium, White	Pro-Link, Inc.	W13MD	W13MD	1/ea.	$ 10.02	25%	$ 7.52
Mops Page 64	Standard Plus Loop-End Wet Mops | 5'' Headband, Small, White	Pro-Link, Inc.	W13SM	W13SM	1/ea.	$ 8.64	25%	$ 6.48
Mops Page 64	Standard Plus Loop-End Wet Mops | 5'' Headband, X-Large, White	Pro-Link, Inc.	W13XL	W13XL	1/ea.	$ 14.42	25%	$ 10.82
Mops Page 64	Standard Loop-End Wet Mops | 1-1/4'' Headband, Large, White	Pro-Link, Inc.	W34LG	W34LG	1/ea.	$ 9.15	25%	$ 6.86
Mops Page 64	Standard Loop-End Wet Mops | 1-1/4'' Headband, Medium, White	Pro-Link, Inc.	W34MD	W34MD	1/ea.	$ 7.32	25%	$ 5.49
Mops Page 64	Standard Loop-End Wet Mops | 1-1/4'' Headband, Small, White	Pro-Link, Inc.	W34SM	W34SM	1/ea.	$ 6.38	25%	$ 4.78
Mops Page 64	Standard Loop-End Wet Mops | 5'' Headband, Large, White	Pro-Link, Inc.	W37LG	W37LG	1/ea.	$ 9.34	25%	$ 7.01
Mops Page 64	Standard Loop-End Wet Mops | 5'' Headband, Medium, White	Pro-Link, Inc.	W37MD	W37MD	1/ea.	$ 7.84	25%	$ 5.88
Mops Page 64	Standard Loop-End Wet Mops | 5'' Headband, Small, White	Pro-Link, Inc.	W37SM	W37SM	1/ea.	$ 7.32	25%	$ 5.49
Mops Page 64	Standard Loop-End Wet Mops | 5'' Headband, X-Large, White	Pro-Link, Inc.	W37XL	W37XL	1/ea.	$ 11.88	25%	$ 8.91
Mops Page 64	Premium Plus Loop-End Wet Mops | 9'' Headband, Large, Green	Pro-Link, Inc.	W49LG	W49LG	1/ea.	$ 24.14	25%	$ 18.11
Mops Page 64	Premium Plus Loop-End Wet Mops | 9'' Headband, Medium, Green	Pro-Link, Inc.	W49MD	W49MD	1/ea.	$ 20.05	25%	$ 15.04
Mops Page 64	Premium Plus Loop-End Wet Mops | 5'' Headband, Small, Green	Pro-Link, Inc.	W49SM	W49SM	1/ea.	$ 16.82	25%	$ 12.62
Mops Page 64	Premium Plus Loop-End Wet Mops | 9'' Headband, X-Large, Green	Pro-Link, Inc.	W49XL	W49XL	1/ea.	$ 31.67	25%	$ 23.75
Mops Page 65	Reflections Flat Mops | 5'' x 18'', White	Pro-Link, Inc.	D8318	D8318	1/ea.	$ 19.15	25%	$ 14.36
Mops Page 65	Reflections Flat Mops | 5'' x 24'', White	Pro-Link, Inc.	D8324	D8324	1/ea.	$ 21.44	25%	$ 16.08
Mops Page 65	HySorb Disposable Mops | Blue, Medium	Pro-Link, Inc.	S380MD	S380MD	12/cs.	$ 72.36	25%	$ 54.27
Mops Page 65	HySorb Disposable Mops | Blue, Small	Pro-Link, Inc.	S380SM	S380SM	12/cs.	$ 60.72	25%	$ 45.54
Mops Page 65	Premium Finish Mops | 1-1/4'' Headband, Large, Blue/White	Pro-Link, Inc.	W19LG	W19LG	1/ea.	$ 17.08	25%	$ 12.81
Mops Page 65	Premium Finish Mops | 1-1/4'' Headband, Medium, Blue/White	Pro-Link, Inc.	W19MD	W19MD	1/ea.	$ 12.73	25%	$ 9.55

Mops Page 65	Premium Finish Mops | 1-1/4'' Headband, Small, Blue/White	Pro-Link, Inc.	W19SM	W19SM	1/ea.	$ 13.15	25%	$ 9.86	
Mops Page 65	Premium Finish Mops | 1-1/4'' Headband, X-Large, Blue/White	Pro-Link, Inc.	W19XL	W19XL	1/ea.	$ 27.62	25%	$ 20.72	
Mops Page 65	Premium Finish Mops | 5'' Headband, Large, Blue/White	Pro-Link, Inc.	W20LG	W20LG	1/ea.	$ 18.02	25%	$ 13.52	
Mops Page 65	Premium Finish Mops | 5'' Headband, Medium, Blue/White	Pro-Link, Inc.	W20MD	W20MD	1/ea.	$ 13.60	25%	$ 10.20	
Mops Page 65	Premium Finish Mops | 5'' Headband, Small, Blue/White	Pro-Link, Inc.	W20SM	W20SM	1/ea.	$ 12.16	25%	$ 9.12	
Mops Page 65	Premium Finish Mops | 5'' Headband, X-Large, Blue/White	Pro-Link, Inc.	W20XL	W20XL	1/ea.	$ 27.44	25%	$ 20.58	
Mops Page 65	Standard Cut-End Wet Mops | 1-1/4'' Headband, 12 oz., White	Pro-Link, Inc.	W7012	W7012	1/ea.	$ 5.27	25%	$ 3.95	
Mops Page 65	Standard Cut-End Wet Mops | 1-1/4'' Headband, 16 oz., White	Pro-Link, Inc.	W7016	W7016	1/ea.	$ 6.33	25%	$ 4.75	
Mops Page 65	Standard Cut-End Wet Mops | 1-1/4'' Headband, 20 oz., White	Pro-Link, Inc.	W7020	W7020	1/ea.	$ 7.91	25%	$ 5.93	
Mops Page 65	Standard Cut-End Wet Mops | 1-1/4'' Headband, 24 oz., White	Pro-Link, Inc.	W7024	W7024	1/ea.	$ 9.27	25%	$ 6.95	
Mops Page 65	Standard Cut-End Wet Mops | 1-1/4'' Headband, 32 oz., White	Pro-Link, Inc.	W7032	W7032	1/ea.	$ 12.02	25%	$ 9.02	
Mops Page 65	Standard Cut-End Wet Mops | 5'' Headband, 12 oz., White	Pro-Link, Inc.	W7112	W7112	1/ea.	$ 6.59	25%	$ 4.94	
Mops Page 65	Standard Cut-End Wet Mops | 5'' Headband, 16 oz., White	Pro-Link, Inc.	W7116	W7116	1/ea.	$ 7.55	25%	$ 5.66	
Mops Page 65	Standard Cut-End Wet Mops | 5'' Headband, 20 oz., White	Pro-Link, Inc.	W7120	W7120	1/ea.	$ 9.20	25%	$ 6.90	
Mops Page 65	Standard Cut-End Wet Mops | 5'' Headband, 24 oz., White	Pro-Link, Inc.	W7124	W7124	1/ea.	$ 10.56	25%	$ 7.92	
Mops Page 65	Standard Cut-End Wet Mops | 5'' Headband, 32 oz., White	Pro-Link, Inc.	W7132	W7132	1/ea.	$ 13.60	25%	$ 10.20	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' Headband, #12, White	Pro-Link, Inc.	W7212	W7212	1/ea.	$ 4.82	25%	$ 3.62	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' Headband, #16, White	Pro-Link, Inc.	W7216	W7216	1/ea.	$ 6.07	25%	$ 4.55	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' Headband, #20, White	Pro-Link, Inc.	W7220	W7220	1/ea.	$ 7.46	25%	$ 5.59	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' Headband, #24, White	Pro-Link, Inc.	W7224	W7224	1/ea.	$ 8.87	25%	$ 6.65	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' Headband, #32, White	Pro-Link, Inc.	W7232	W7232	1/ea.	$ 12.16	25%	$ 9.12	
Mops Page 65	Economy Rayon Finish Mops | 5'' Headband, #12, White	Pro-Link, Inc.	W7312	W7312	1/ea.	$ 5.74	25%	$ 4.31	
Mops Page 65	Economy Rayon Finish Mops | 5'' Headband, #16, White	Pro-Link, Inc.	W7316	W7316	1/ea.	$ 6.89	25%	$ 5.17	
Mops Page 65	Economy Rayon Finish Mops | 5'' Headband, #20, White	Pro-Link, Inc.	W7320	W7320	1/ea.	$ 8.26	25%	$ 6.19	
Mops Page 65	Economy Rayon Finish Mops | 5'' Headband, #24, White	Pro-Link, Inc.	W7324	W7324	1/ea.	$ 9.67	25%	$ 7.25	
Mops Page 65	Economy Rayon Finish Mops | 5'' Headband, #32, White	Pro-Link, Inc.	W7332	W7332	1/ea.	$ 12.94	25%	$ 9.71	
Mops Page 65	Economy Cut-End Wet Mops | 1-1/4'' Headband, #12, White	Pro-Link, Inc.	W7412	W7412	1/ea.	$ 3.55	25%	$ 2.66	
Mops Page 65	Economy Cut-End Wet Mops | 1-1/4'' Headband, #16, White	Pro-Link, Inc.	W7416	W7416	1/ea.	$ 4.42	25%	$ 3.32	
Mops Page 65	Economy Cut-End Wet Mops | 1-1/4'' Headband, #20, White	Pro-Link, Inc.	W7420	W7420	1/ea.	$ 5.27	25%	$ 3.95	
Mops Page 65	Economy Cut-End Wet Mops | 1-1/4'' Headband, #24, White	Pro-Link, Inc.	W7424	W7424	1/ea.	$ 6.31	25%	$ 4.73	
Mops Page 65	Economy Cut-End Wet Mops | 1-1/4'' Headband, #32, White	Pro-Link, Inc.	W7432	W7432	1/ea.	$ 7.48	25%	$ 5.61	
Mops Page 65	Economy Cut-End Wet Mops | 5'' Headband, #12, White	Pro-Link, Inc.	W7512	W7512	1/ea.	$ 4.52	25%	$ 3.39	
Mops Page 65	Economy Cut-End Wet Mops | 5'' Headband, #16, White	Pro-Link, Inc.	W7516	W7516	1/ea.	$ 5.36	25%	$ 4.02	
Mops Page 65	Economy Cut-End Wet Mops | 5'' Headband, #20, White	Pro-Link, Inc.	W7520	W7520	1/ea.	$ 6.24	25%	$ 4.68	
Mops Page 65	Economy Cut-End Wet Mops | 5'' Headband, #24, White	Pro-Link, Inc.	W7524	W7524	1/ea.	$ 7.22	25%	$ 5.42	
Mops Page 65	Economy Cut-End Wet Mops | 5'' Headband, #32, White	Pro-Link, Inc.	W7532	W7532	1/ea.	$ 8.42	25%	$ 6.32	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' w/Fantail, #12, White	Pro-Link, Inc.	W7712	W7712	1/ea.	$ 7.04	25%	$ 5.28	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' w/Fantail, #16, White	Pro-Link, Inc.	W7716	W7716	1/ea.	$ 8.59	25%	$ 6.44	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' w/Fantail, #20, White	Pro-Link, Inc.	W7720	W7720	1/ea.	$ 8.85	25%	$ 6.64	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' w/Fantail, #24, White	Pro-Link, Inc.	W7724	W7724	1/ea.	$ 12.14	25%	$ 9.11	
Mops Page 65	Economy Rayon Finish Mops | 1-1/4'' w/Fantail, #32, White	Pro-Link, Inc.	W7732	W7732	1/ea.	$ 15.69	25%	$ 11.77	
Mops Page 65	Reflections Finish Mops | 1-1/4'' Headband, White	Pro-Link, Inc.	W80LG	W80LG	1/ea.	$ 21.06	25%	$ 15.79	
Mops Page 65	Reflections Finish Mops | 1-1/4'' Headband, White	Pro-Link, Inc.	W80MD	W80MD	1/ea.	$ 15.84	25%	$ 11.88	
Mops Page 65	Reflections Finish Mops | 5'' Headband, White	Pro-Link, Inc.	W81LG	W81LG	1/ea.	$ 21.93	25%	$ 16.45	
Mops Page 65	Reflections Finish Mops | 5'' Headband, White	Pro-Link, Inc.	W81MD	W81MD	1/ea.	$ 16.80	25%	$ 12.60	
Carts Page 66	Gator® Compact Cart & Accessories | Cart, Gray	Pro-Link, Inc.	6850	6850	1/ea.	$ 342.12	25%	$ 256.59	
Carts Page 66	Gator® Compact Cart & Accessories | Cart, Black	Pro-Link, Inc.	6855	6855	1/ea.	$ 337.22	25%	$ 252.92	
Carts Page 66	Gator® Compact Cart & Accessories | 32 gal. Container	Pro-Link, Inc.	7732-3	7732-3	6/cs.	$ 428.23	25%	$ 321.17	
Carts Page 66	Mopster™ Bucketless Mop System | Mopster Bucketless Mop	Pro-Link, Inc.	lbh18	lbh18	1/cs.	$ 85.91	25%	$ 64.43	
Carts Page 66	Mopster™ Bucketless Mop System | Mopster ProPack Back Pack System	Pro-Link, Inc.	lbh18BPK	lbh18BPK	1/cs.	$ 220.00	25%	$ 165.00	
Carts Page 66	Charging Box for Maids Carts & Microfiber Cleaning Trollies / Microfiber Mop Bucke	Pro-Link, Inc.	LF228	LF228	1/ea.	$ 90.06	25%	$ 67.55	
Carts Page 66	Custodian Cart | Black Frame, 20''W x 39''H	Pro-Link, Inc.	MCC2145	MCC2145	1/ea.	$ 215.39	25%	$ 161.54	
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 24'' x 33'', 12-16 gal., 0.75 MI	Pro-Link, Inc.	BPC2433M	BPC2433M	500/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 36'' x 58'', 55 gal., 1.20 MIL, C	Pro-Link, Inc.	BPC3658H	BPC3658H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.20 MIL, C	Pro-Link, Inc.	BPC3858H	BPC3858H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.75 MIL, C	Pro-Link, Inc.	BPC3858M	BPC3858M	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.87 MIL, C	Pro-Link, Inc.	BPC3858MP	BPC3858MP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 1.20 MI	Pro-Link, Inc.	BPC4048H	BPC4048H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 0.98 MI	Pro-Link, Inc.	BPC4048XMP	BPC4048XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 44'', 32, 0.87, Clear, 10/	Pro-Link, Inc.	BPEC3344MP	BPEC3344MP	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 44'', 32, 0.98, Clear, 10/	Pro-Link, Inc.	BPEC3344XMP	BPEC3344XMP	200/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 36.5'' x 50'', 44, 0.87, Clear, 1(	Pro-Link, Inc.	BPEC3750MP	BPEC3750MP	200/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 36.5'' x 50'', 44, 0.98, Clear, 1(	Pro-Link, Inc.	BPEC3750XMP	BPEC3750XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 39.5'' x 53'', 55, 1.20, Clear, 1(	Pro-Link, Inc.	BPEC4053H	BPEC4053H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 39.5'' x 53'', 55, 0.98, Clear, 1(	Pro-Link, Inc.	BPEC4053XMP	BPEC4053XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 36.5'' x 50'', 44, 1.20, Magnun	Pro-Link, Inc.	BPEMB3750H	BPEMB3750H	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 36.5'' x 50'', 44, 0.98, Magnun	Pro-Link, Inc.	BPEMB3750XMI	BPEMB3750XMI	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 39.5'' x 53'', 55, 1.20, Magnun	Pro-Link, Inc.	BPEMB4053H	BPEMB4053H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 1.20 MIL, M	Pro-Link, Inc.	BPEMB4348H	BPEMB4348H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 28'' x 44'', 23, 0.98, Magnum	Pro-Link, Inc.	BPMB2844XMP	BPMB2844XMP	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 0.75 MIL, M	Pro-Link, Inc.	BPMB3340M	BPMB3340M	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.20 MIL, M	Pro-Link, Inc.	BPMB3858H	BPMB3858H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.40 MIL, M	Pro-Link, Inc.	BPMB3858HP	BPMB3858HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.87 MIL, M	Pro-Link, Inc.	BPMB3858MP	BPMB3858MP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 2.50 MIL, M	Pro-Link, Inc.	BPMB3858UH	BPMB3858UH	50/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.98 MIL, M	Pro-Link, Inc.	BPMB3858XMP	BPMB3858XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 1.20 MI	Pro-Link, Inc.	BPMB4048H	BPMB4048H	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 1.40 MI	Pro-Link, Inc.	BPMB4048HP	BPMB4048HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 0.87 MI	Pro-Link, Inc.	BPMB4048MP	BPMB4048MP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 0.98 MI	Pro-Link, Inc.	BPMB4048XMP	BPMB4048XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 0.98 MIL, M	Pro-Link, Inc.	BPMB4348XMP	BPMB4348XMP	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 30'' x 37'', 20-30 gal., 0.79 MI	Pro-Link, Inc.	BPW3037M	BPW3037M	200/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 0.79 MIL, W	Pro-Link, Inc.	BPW3340M	BPW3340M	150/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.79 MIL, W	Pro-Link, Inc.	BPW3858M	BPW3858M	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	SuperSkins™ Linear Low-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 0.79 MIL, W	Pro-Link, Inc.	BPW4348M	BPW4348M	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 24'' x 23'', 7-10 gal., 0.30 I	Pro-Link, Inc.	PRB2423LR	PRB2423LR	1000/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 24'' x 32'', 12-16 gal., 0.30	Pro-Link, Inc.	PRB2432LR	PRB2432LR	1000/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 30'' x 36'', 20-30 gal., 0.60	Pro-Link, Inc.	PRB3036HR	PRB3036HR	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 30'' x 36'', 20-30 gal., 0.45	Pro-Link, Inc.	PRB3036MR	PRB3036MR	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.65 MI	Pro-Link, Inc.	PRB3858HR	PRB3858HR	200/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 0.60	Pro-Link, Inc.	PRB4046HR	PRB4046HR	125/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 30'' x 36'', 20-30 gal., 0.45	Pro-Link, Inc.	PRC3036MR	PRC3036MR	250/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.30 MI	Pro-Link, Inc.	PRG3858SHR	PRG3858SHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 1.30	Pro-Link, Inc.	PRG4046SHR	PRG4046SHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 0.95	Pro-Link, Inc.	PRG4046SSR	PRG4046SSR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 33'' x 39'', 33 gal., 0.74 MI	Pro-Link, Inc.	PRW3339XHR	PRW3339XHR	200/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 36'' x 58'', 55 gal., 0.74 MI	Pro-Link, Inc.	PRW3658XHR	PRW3658XHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 0.74 MI	Pro-Link, Inc.	PRW3858XHR	PRW3858XHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 0.74	Pro-Link, Inc.	PRW4046XHR	PRW4046XHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 67	FlexiSkins™ Plus Linear Low-Density Coreless Roll Liners | 43'' x 47'', 56 gal., 0.74 MI	Pro-Link, Inc.	PRW4347XHR	PRW4347XHR	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 24'' x 32'', 12-16 gal., 1.25 MI	Pro-Link, Inc.	BTK2432HP	BTK2432HP	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 24'' x 32'', 12-16 gal., 1.00 MI	Pro-Link, Inc.	BTK2432XMP	BTK2432XMP	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 1.50 MIL, B	Pro-Link, Inc.	BTK3340XH	BTK3340XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 1.00 MIL, B	Pro-Link, Inc.	BTK3340XMP	BTK3340XMP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 2.00 MIL, B	Pro-Link, Inc.	BTK3858UH	BTK3858UH	50/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.50 MIL, B	Pro-Link, Inc.	BTK3858XH	BTK3858XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.00 MIL, B	Pro-Link, Inc.	BTK3858XMP	BTK3858XMP	100/cs.	Call	25%		

Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 1.25 MI	Pro-Link, Inc.	BTK4048HP	BTK4048HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 46'' x 50'', 65 gal., 1.25 MIL, B	Pro-Link, Inc.	BTK4650HP	BTK4650HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 50'' x 50'', 65 gal., 1.25 MIL, B	Pro-Link, Inc.	BTK5050HP	BTK5050HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 40'' x 48'', 6 MIL Black	Pro-Link, Inc.	BVL10B2433	BVL10B2433	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 30'' x 36'', .9 MIL Black	Pro-Link, Inc.	BVL10B3037	BVL10B3037	200/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 38'' x 57'', .9 MIL Black	Pro-Link, Inc.	BVL10B3860	BVL10B3860	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 23'' x 32'', 1.1 MIL Black	Pro-Link, Inc.	BVL12B2433	BVL12B2433	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 33'' x 39'', 1.1 MIL Black	Pro-Link, Inc.	BVL12B3340	BVL12B3340	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 38'' x 57'', 1.1 MIL Black	Pro-Link, Inc.	BVL12B3860	BVL12B3860	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 40'' x 46'', 1.1 MIL Black	Pro-Link, Inc.	BVL12B4048	BVL12B4048	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 33'' x 39'', 1.3 MIL Black	Pro-Link, Inc.	BVL15B3340	BVL15B3340	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 38'' x 57, 1.3 MIL Black	Pro-Link, Inc.	BVL15B3860	BVL15B3860	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 40'' x 46'', 1.3 MIL Black	Pro-Link, Inc.	BVL15B4048	BVL15B4048	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 42'' x 47'', 1.3 MIL Black	Pro-Link, Inc.	BVL15B4348	BVL15B4348	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 38'' x 57'', 1.7 MIL Black	Pro-Link, Inc.	BVL20B3860	BVL20B3860	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ValSkins Linear Low-Density Coreless Roll Liners| 40'' x 46'', 1.7 MIL Black	Pro-Link, Inc.	BVL20B4048	BVL20B4048	100/cs	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 24'' x 23'', 7-10 gal., 1.00 MIL, Black, 10/50	Pro-Link, Inc.	RTK2423XMP	RTK2423XMP	500/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 26'' x 42'', 22 gal., 1.00 MIL, Black, 4/25	Pro-Link, Inc.	RTK2642XMP	RTK2642XMP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 30'' x 36'', 20-30 gal., 1.00 MIL, Black, 10/25	Pro-Link, Inc.	RTK3036XMP	RTK3036XMP	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 33'' x 39'', 33 gal., 1.50 MIL, Black, 4/25	Pro-Link, Inc.	RTK3339XH	RTK3339XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 33'' x 39'', 33 gal., 1.00 MIL, Black, 10/25	Pro-Link, Inc.	RTK3339XMP	RTK3339XMP	250/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 36'' x 58'', 55 gal., 1.25 MIL, Black, 5/20	Pro-Link, Inc.	RTK3658HP	RTK3658HP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 36'' x 58'', 55 gal., 1.50 MIL, Black, 10/10	Pro-Link, Inc.	RTK3658XH	RTK3658XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 38'' x 58'', 60 gal., 2.00 MIL, Black, 10/10	Pro-Link, Inc.	RTK3858UH	RTK3858UH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 38'' x 58'', 60 gal., 1.50 MIL, Black, 10/10	Pro-Link, Inc.	RTK3858XH	RTK3858XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 38'' x 58'', 60 gal., 1.00 MIL, Black, 5/20	Pro-Link, Inc.	RTK3858XMP	RTK3858XMP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 40'' x 46'', 40-45 gal., 2.00 MIL, Black, 10/10	Pro-Link, Inc.	RTK4046UH	RTK4046UH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 40'' x 46'', 40-45 gal., 1.50 MIL, Black, 10/10	Pro-Link, Inc.	RTK4046XH	RTK4046XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 40'' x 46'', 40-45 gal., 1.00 MIL, Black, 5/20	Pro-Link, Inc.	RTK4046XMP	RTK4046XMP	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 43'' x 47'', 56 gal., 1.50 MIL, Black, 10/10	Pro-Link, Inc.	RTK4247XH	RTK4247XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Recycled Liners | 46'' x 50'', 50 gal., 1.50 MIL, Black, 10/10	Pro-Link, Inc.	RTK4650XH	RTK4650XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 33'' x 39'', 33 gal., 1.20 MIL, B	Pro-Link, Inc.	TRK3339H	TRK3339H	150/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.20 MIL, B	Pro-Link, Inc.	TRK3858H	TRK3858H	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 38'' x 58'', 60 gal., 1.70 MIL, B	Pro-Link, Inc.	TRK3858SH	TRK3858SH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 1.70 MI	Pro-Link, Inc.	TRK4046SH	TRK4046SH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 40'' x 46'', 40-45 gal., 1.50 MI	Pro-Link, Inc.	TRK4046XH	TRK4046XH	100/cs.	Call	25%		
Can Liners & Recptacles Page 68	ThickSkins™ Linear Low-Density Coreless Roll Liners | 43'' x 47'', 56 gal., 1.70 MIL, B	Pro-Link, Inc.	TRK4347SH	TRK4347SH	100/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 41'' x 54'', 55 gal., 16 MIL, Natural, 8/	Pro-Link, Inc.	BN164154	BN164154	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 16 MIL, Black, 8/25	Pro-Link, Inc.	BSK164348	BSK164348	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 24'', 7-10 gal., 6 MIL, Natural, 1	Pro-Link, Inc.	BSN062424	BSN062424	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 10 MIL, Natural,	Pro-Link, Inc.	BSN104048	BSN104048	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 11 MIL, Natural, 10	Pro-Link, Inc.	BSN113340	BSN113340	500/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 14 MIL, Natural, 10	Pro-Link, Inc.	BSN143340	BSN143340	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 16 MIL, Natural, 10	Pro-Link, Inc.	BSN163340	BSN163340	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 16 MIL, Natural, 8/	Pro-Link, Inc.	BSN164348	BSN164348	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 23'' x 24'', 6 MIC Clear	Pro-Link, Inc.	BVH06C2424	BVH06C2424	1000/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 23'' x 31'', 6 MIC Clear	Pro-Link, Inc.	BVH06C2433	BVH06C2433	1000/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 23'' x 31'', 6 MIC Clear	Pro-Link, Inc.	BVH08C2433	BVH08C2433	1000/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 30'' x 36'', 8 MIC Clear	Pro-Link, Inc.	BVH10C3037	BVH10C3037	500/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 33'' x 39'', 9 MIC Clear	Pro-Link, Inc.	BVH11C3340	BVH11C3340	500/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 40'' x 46'', 10 MIC Clear	Pro-Link, Inc.	BVH12C4048	BVH12C4048	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 30'' x 36'', 11 MIC Clear	Pro-Link, Inc.	BVH13C3037	BVH13C3037	500/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 38'' x 57'', 12 MIC Clear	Pro-Link, Inc.	BVH14C3860	BVH14C3860	200/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 40'' x 46'', 12 MIC Clear	Pro-Link, Inc.	BVH14C4048	BVH14C4048	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 42'' x 47'', 12 MIC Clear	Pro-Link, Inc.	BVH14C4348	BVH14C4348	200/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 40'' x 46'', 14 MIC Black	Pro-Link, Inc.	BVH16B4048	BVH16B4048	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 30'' x 36'', 14 MIC Clear	Pro-Link, Inc.	BVH16C3037	BVH16C3037	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 33'' x 39'', 14 MIC Clear	Pro-Link, Inc.	BVH16C3340	BVH16C3340	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 40'' x 46'', 14 MIC Clear	Pro-Link, Inc.	BVH16C4048	BVH16C4048	250/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 42'' x 47'', 14 MIC Clear	Pro-Link, Inc.	BVH16C4348	BVH16C4348	200/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 38'' x 57'', 15 MIC Clear	Pro-Link, Inc.	BVH17B3860	BVH17B3860	200/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 38'' x 57'', 15 MIC Black	Pro-Link, Inc.	BVH17C3860	BVH17C3860	200/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 38'' x 57'', 19 MIC Black	Pro-Link, Inc.	BVH22B3860	BVH22B3860	150/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 42'' x 47'', 19 MIC Black	Pro-Link, Inc.	BVH22B4348	BVH22B4348	150/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 38'' x 57'', 19 MIC Clear	Pro-Link, Inc.	BVH22C3860	BVH22C3860	150/cs	Call	25%		
Can Liners & Recptacles Page 69	ValSkins Linear High-Density Coreless Roll Liners | 40'' x 46'', 19 MIC Clear	Pro-Link, Inc.	BVH22C4048	BVH22C4048	150/cs	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 24'', 7-10 gal., 6 MIL, Black, 20/	Pro-Link, Inc.	SB062424	SB062424	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 33'', 12-16 gal., 8 MIL, Black, 20	Pro-Link, Inc.	SB082433	SB082433	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 30'' x 37'', 20-30 gal., 10 MIL, Black, 2	Pro-Link, Inc.	SB103037	SB103037	500/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 16 MIL, Black, 8/25	Pro-Link, Inc.	SB163860	SB163860	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 16 MIL, Black, 1	Pro-Link, Inc.	SB164048	SB164048	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 33'', 12-16 gal., 6 MIL, Natural, 2	Pro-Link, Inc.	SN062433	SN062433	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 24'', 7-10 gal., 8 MIL, Natural, 20	Pro-Link, Inc.	SN082424	SN082424	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 24'' x 33'', 12-16 gal., 8 MIL, Natural, 2	Pro-Link, Inc.	SN082433	SN082433	1000/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 30'' x 37'', 20-30 gal., 10 MIL, Natural,	Pro-Link, Inc.	SN103037	SN103037	500/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 30'' x 37'', 20-30 gal., 12 MIL, Natural,	Pro-Link, Inc.	SN123037	SN123037	500/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 36'' x 60'', 55 gal., 12 MIL, Natural, 8/	Pro-Link, Inc.	SN123660	SN123660	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 12 MIL, Natural,	Pro-Link, Inc.	SN124048	SN124048	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 36'' x 60'', 55 gal., 14 MIL, Natural, 8/	Pro-Link, Inc.	SN143660	SN143660	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 14 MIL, Natural, 8/	Pro-Link, Inc.	SN143860	SN143860	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 14 MIL, Natural,	Pro-Link, Inc.	SN144048	SN144048	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 14 MIL, Natural, 8/	Pro-Link, Inc.	SN144348	SN144348	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 30'' x 37'', 20-30 gal., 16 MIL, Natural,	Pro-Link, Inc.	SN163037	SN163037	500/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 36'' x 60'', 55 gal., 16 MIL, Natural, 8/	Pro-Link, Inc.	SN163660	SN163660	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 16 MIL, Natural, 8/	Pro-Link, Inc.	SN163860	SN163860	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 16 MIL, Natural,	Pro-Link, Inc.	SN164048	SN164048	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 45'' x 51'', 65 gal., 16 MIL, Natural, 6/	Pro-Link, Inc.	SN164551	SN164551	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 19 MIL, Black, 10/2	Pro-Link, Inc.	TB193340	TB193340	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 19 MIL, Black, 8/25	Pro-Link, Inc.	TB193860	TB193860	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 19 MIL, Black, 8	Pro-Link, Inc.	TB194048	TB194048	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 19 MIL, Black, 8/25	Pro-Link, Inc.	TB194348	TB194348	200/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 33'' x 40'', 33 gal., 22 MIL, Black, 10/2	Pro-Link, Inc.	TB223340	TB223340	250/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 22 MIL, Black, 6/25	Pro-Link, Inc.	TB223860	TB223860	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 22 MIL, Black, 6	Pro-Link, Inc.	TB224048	TB224048	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 22 MIL, Black, 6/25	Pro-Link, Inc.	TB224348	TB224348	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 38'' x 60'', 60 gal., 22 MIL, Natural, 6/	Pro-Link, Inc.	TN223860	TN223860	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 40'' x 48'', 40-45 gal., 22 MIL, Natural,	Pro-Link, Inc.	TN224048	TN224048	150/cs.	Call	25%		
Can Liners & Recptacles Page 69	TuffSkins™ High-Density Coreless Roll Liners | 43'' x 48'', 56 gal., 22 MIL, Natural, 6/	Pro-Link, Inc.	TN224348	TN224348	150/cs.	Call	25%		
Restroom Page 70	Sanitary Receptacle Liners | #77 Liner, 71/2''W x 10''H x 3''D	Pro-Link, Inc.	25025088	25025088	500/cs.	$ 66.00	25%	$ 49.50	
Restroom Page 70	Panty Liners | Naturelle®, 4/'' x 3'' x 1/''	Pro-Link, Inc.	25030073	25030073	200/cs.	$ 131.44	25%	$ 98.58	
Restroom Page 70	Sanitary Receptacles | Sanisac Stainless Steel, 8''W x 11''H x 4/''D	Pro-Link, Inc.	25032000	25032000	12/cs.	$ 1,689.84	25%	$ 1,267.38	
Restroom Page 70	Sanitary Receptacles | Sanisac White Enamel, 8''W x 11''H x 4/''D	Pro-Link, Inc.	25033000	25033000	12/cs.	$ 759.96	25%	$ 569.97	
Restroom Page 70	Toilet Seat Covers | Rest Assured Half-Fold Covers, 250/pkg.	Pro-Link, Inc.	25130873	25130873	4 pkg./cs.	Call	25%		
Restroom Page 70	Maxi Pads | #4 Naturelle® Maxi Pads, Folded	Pro-Link, Inc.	25130973	25130973	250/cs.	$ 86.60	25%	$ 64.95	
Restroom Page 70	Maxi Pads | #8 Naturelle® Maxi Pads, Flat	Pro-Link, Inc.	25131073	25131073	250/cs.	$ 134.50	25%	$ 100.88	
Restroom Page 70	Toilet Seat Covers | Rest Assured Quarter-Fold Covers, 200/pkg.	Pro-Link, Inc.	25131273	25131273	25 pkg./cs.	Call	25%		
Restroom Page 70	Tampon/Sanitary Pad Vendors | RSVP Plus Starter Kit (Naturelle® J1 Vendor, Stores	Pro-Link, Inc.	25160100	25160100	1/ea.	$ 659.66	25%	$ 494.75	

Restroom Page 70	Naturelle Tampons | Naturelle®, 5/'' Tube, 5/8'' dia.	Pro-Link, Inc.	25176488	25176488	500/cs.	$ 219.21	25%	$ 164.41
Restroom Page 70	Toilet Seat Covers | Half-Fold Covers, 250/pkg.	Pro-Link, Inc.	25183273	25183273	4 pkg./cs.	Call	25%	
Restroom Page 70	Baby Changing Stations & Accessories | Baby Wipes, 80 per Pack, 7'' x 8'' Wipes	Pro-Link, Inc.	25184687	25184687	12/cs.	$ 113.28	25%	$ 84.96
Restroom Page 70	Maxi Pads | #4 Naturelle® Plus w/Wings, Folded	Pro-Link, Inc.	25189973	25189973	250/cs.	$ 137.86	25%	$ 103.40
Restroom Page 70	Tampon/Sanitary Pad Vendors | J6-RC Vendor, White Enamel, Dispenses: 17 Nature	Pro-Link, Inc.	25191000	25191000	1/ea.	$ 527.40	25%	$ 395.55
Restroom Page 70	Tampon/Sanitary Pad Vendors | J6-SSP Vendor, Stainless Steel, Dispenses: 17 Natur	Pro-Link, Inc.	25191100	25191100	1/ea.	$ 860.54	25%	$ 645.41
Restroom Page 70	Tampon/Sanitary Pad Vendors | Free Mechanism	Pro-Link, Inc.	35682700	35682700	1/ea.	$ 24.95	25%	$ 18.71
Restroom Page 70	Tampon/Sanitary Pad Vendors | Token Mechanism	Pro-Link, Inc.	35682800	35682800	1/ea.	$ 27.01	25%	$ 20.26
Restroom Page 70	Tampon/Sanitary Pad Vendors | Tokens	Pro-Link, Inc.	35682850	35682850	600/cs.	$ 296.30	25%	$ 222.23
Restroom Page 71	Maxi Pads | #4 Gards®	Pro-Link, Inc.	147A	147A	250/cs.	$ 84.60	25%	$ 63.45
Restroom Page 71	Evogen® High Capacity No-Touch Toilet Seat Cover System | White ABS Plastic Disp	Pro-Link, Inc.	EVNT1-HCW	EVNT1-HCW	1/ea.	$ 112.00	25%	$ 84.00
Restroom Page 71	Evogen® High Capacity No-Touch Toilet Seat Cover System | Half Fold Toilet Seat Co	Pro-Link, Inc.	EVNT-3125	EVNT-3125	25/pk.-24 pk./c	$ 123.00	25%	$ 92.25
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | Stainless Steel 26.1875" x 13.75	Pro-Link, Inc.	EVNT3-SS	EVNT3-SS	1/ea.	$ 1,182.20	25%	$ 886.65
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | White ABS Plastic 26.5" x 14" x 6	Pro-Link, Inc.	EVNT3-W	EVNT3-W	1/ea.	$ 599.40	25%	$ 449.55
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | White Metal, 26.1875" x 13..75"	Pro-Link, Inc.	EVNT3-WM	EVNT3-WM	1/ea.	$ 797.00	25%	$ 597.75
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | White Metal 17.25" x 10.75" x 6.	Pro-Link, Inc.	EVNT4	EVNT4	1/ea.	$ 516.20	25%	$ 387.15
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | Stainless Steel/Black 17.25" x 10	Pro-Link, Inc.	EVNT4-SB	EVNT4-SB	1/ea.	$ 623.20	25%	$ 467.40
Restroom Page 71	Evogen No-Touch Dual Menstrual Care Dispensers | Stainless Steel 17.25" x 10.75" x	Pro-Link, Inc.	EVNT4-SS	EVNT4-SS	1/ea.	$ 829.20	25%	$ 621.90
Restroom Page 71	Evogen® No-Touch Foam Toilet Seat Cleaner System | No-Touch Toilet Seat Cleaner	Pro-Link, Inc.	EVNT5-FDIS	EVNT5-FDIS	1/ea.	$ 141.40	25%	$ 106.05
Restroom Page 71	Evogen No-Touch Combination Waste Receptacle | SecureFit Poly Liner, HDPE Frost	Pro-Link, Inc.	EVNT-CWR	EVNT-CWR	1/ea.	$ 136.00	25%	$ 102.00
Restroom Page 71	Evogen No-Touch Combination Waste Receptacle | White ABS Plastic	Pro-Link, Inc.	LBSF500HD	LBSF500HD	500/cs.	$ 47.80	25%	$ 35.85
Restroom Page 71	Maxi Pads | #4 Maxithins®	Pro-Link, Inc.	MT-4	MT-4	250/cs.	$ 84.60	25%	$ 63.45
Restroom Page 71	Scensibles® Personal Bag, Pink	Pro-Link, Inc.	SBX50	SBX50	bgs./bx., 24 bxs	$ 134.00	25%	$ 100.50
Restroom Page 71	Evogen® No-Touch Foam Toilet Seat Cleaner System | Pleasantly Scented, 1000 ml	Pro-Link, Inc.	SCF1000TSC	SCF1000TSC	1/cs.	$ 135.20	25%	$ 101.40
Restroom Page 71	Tampons | Tampax®	Pro-Link, Inc.	T500	T500	500/cs.	$ 127.20	25%	$ 95.40
Safety Page 72	Premium Ice Melter | 50 lb. Bag	Pro-Link, Inc.	146670	146670	1/ea.	Call	25%	
Safety Page 72	Purell® Body Fluid Spill Kits | Clamshell	Pro-Link, Inc.	3841-01-CLMS	3841-01-CLMS	1/cs.	$ 131.76	25%	$ 98.82
Safety Page 72	Purell® Body Fluid Spill Kits | Refill for Clamshell	Pro-Link, Inc.	3841-02-ECO	3841-02-ECO	2/cs.	$ 158.12	25%	$ 118.59
Safety Page 72	Purell® Body Fluid Spill Kits | Single Use	Pro-Link, Inc.	3841-02-RFL	3841-02-RFL	2/cs.	$ 110.98	25%	$ 83.23
Safety Page 72	Purell® Body Fluid Spill Kits | Clamshell	Pro-Link, Inc.	3841-08-CLMS	3841-08-CLMS	8/cs.	$ 990.12	25%	$ 742.59
Safety Page 72	Purell® Body Fluid Spill Kits | Refill for Clamshell	Pro-Link, Inc.	3841-16-ECO	3841-16-ECO	16/cs.	$ 1,188.14	25%	$ 891.11
Safety Page 72	Purell® Body Fluid Spill Kits | Single Use	Pro-Link, Inc.	3841-16-RFL	3841-16-RFL	16/cs.	$ 833.88	25%	$ 625.41
Safety Page 72	Premium Ice Melter | 50 lb. Box	Pro-Link, Inc.	510002	510002	1/ea.	Call	25%	
Safety Page 72	Blood borne Pathogen Kit	Pro-Link, Inc.	7353	7353	6 Kits/cs.	$ 238.91	25%	$ 179.18
Safety Page 72	SDS Information Center | SDS Red/White Center	Pro-Link, Inc.	799190	799190	1/ea.	$ 92.00	25%	$ 69.00
Safety Page 72	Banana Wet Floor Cones | 24''H	Pro-Link, Inc.	B1001	B1001	3/cs.	$ 234.00	25%	$ 175.50
Safety Page 72	Banana Wet Floor Cones | 36''H	Pro-Link, Inc.	B1101	B1101	3/cs.	$ 320.67	25%	$ 240.50
Safety Page 72	Wet Floor Caution Cone | 37''H	Pro-Link, Inc.	WFCC37	WFCC37	1/ea.	$ 44.54	25%	$ 33.41
Safety Page 72	Wet Floor Caution Sign A-Frame | 25''H	Pro-Link, Inc.	WFCS25	WFCS25	1/ea.	$ 16.78	25%	$ 12.58
Safety Page 73	Synthetic Micro Textured Stretch Disposable Gloves, Clear	Pro-Link, Inc.	GDSH-Size	GDSH-Size	100/box	Call	25%	
Safety Page 73	Synthetic Micro Textured Stretch Disposable Gloves, Blue	Pro-Link, Inc.	GDSH-Size-BL	GDSH-Size-BL	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Blue Powder Free | 4 mil, Medical Grade	Pro-Link, Inc.	GNEP-SIZE-1	GNEP-SIZE-1	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Black Powder Free | 2 mil, Medical Grade	Pro-Link, Inc.	GNEP-SIZE-2BK	GNEP-SIZE-2BK	200/bx	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Black Powder Free | 4.3 mil, Medical Grade	Pro-Link, Inc.	GNEP-SIZE-K	GNEP-SIZE-K	100/box	Call	25%	
Safety Page 73	Flock-Lined Gloves | 15 mil Green Nitrile, Pair Packed	Pro-Link, Inc.	GNGF-SIZE-15C	GNGF-SIZE-15C	1 dz/bg	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Blue Powder Free | 3 mil, General Purpose	Pro-Link, Inc.	GNPR-SIZE-1A	GNPR-SIZE-1A	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Blue Powder Free | 2 mil, General Purpose	Pro-Link, Inc.	GNPR-SIZE-1BL	GNPR-SIZE-1BL	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Black Powder Free | 5 mil, General Purpose	Pro-Link, Inc.	GNPR-SIZE-1-K	GNPR-SIZE-1-K	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Blue Powder Free | 3.7 mil, General Purpose	Pro-Link, Inc.	GNPR-SIZE-1M	GNPR-SIZE-1M	100/box	Call	25%	
Safety Page 73	Nitrile Disposable Gloves - Black Powder Free | 3.3 mil, General Purpose	Pro-Link, Inc.	GNPR-SIZE-BK	GNPR-SIZE-BK	100/box	Call	25%	
Safety Page 73	Latex Disposable Gloves - Powdered and Powder Free | 4.5 mil, Powdered, General P	Pro-Link, Inc.	GRDR-SIZE-1-T	GRDR-SIZE-1-T	100/box	Call	25%	
Safety Page 73	Latex Disposable Gloves - Powdered and Powder Free | 13 mil, Blue, Powder Free, Ex	Pro-Link, Inc.	GREL-SIZE-5M-F	GREL-SIZE-5M-F	50/box	Call	25%	
Safety Page 73	Latex Disposable Gloves - Powdered and Powder Free | 4.5 mil, Powder Free, Medica	Pro-Link, Inc.	GREP-SIZE-1	GREP-SIZE-1	100/box	Call	25%	
Safety Page 73	Flock-Lined Gloves | 16 mil Yellow Latex, Pair Packed	Pro-Link, Inc.	GRFY-SIZE-1C	GRFY-SIZE-1C	1 dz/bg	Call	25%	
Safety Page 73	Flock-Lined Gloves | 12 mil Yellow Latex	Pro-Link, Inc.	GRFY-SIZE-2E	GRFY-SIZE-2E	1 dz/bg	Call	25%	
Safety Page 73	Latex Disposable Gloves - Powdered and Powder Free | 5 mil, Powder Free, General	Pro-Link, Inc.	GRPR-SIZE-1-T	GRPR-SIZE-1-T	100/box	Call	25%	
Safety Page 73	Vinyl Disposable Gloves - Clear Powder Free | Premium, Medical Grade	Pro-Link, Inc.	GVEP-SIZE-1C	GVEP-SIZE-1C	100/box	Call	25%	
Safety Page 73	Vinyl Disposable Gloves - Clear Powder Free | Standard, General Purpose	Pro-Link, Inc.	GVP9-SIZE-1	GVP9-SIZE-1	100/box	Call	25%	
Safety Page 73	Vinyl Disposable Gloves - Clear Powder Free | Premium, General Purpose	Pro-Link, Inc.	GVP9-SIZE-1C	GVP9-SIZE-1C	100/box	Call	25%	
Safety Page 73	Vinyl Disposable Gloves - Clear Powder Free | Economy, General Purpose	Pro-Link, Inc.	GVP9-SIZE-HH	GVP9-SIZE-HH	100/box	Call	25%	
Safety Page 74	Blue Cast Poly Disposable Apron, Thumb Hole Sleeves	Pro-Link, Inc.	CPE-(SIZE)-PE	CPE-(SIZE)-PE	100/cs.	Call	25%	
Safety Page 74	1 mil White Poly Disposable Apron, 24 x 42	Pro-Link, Inc.	DAP1.25-24x42	DAP1.25-24x42	100/box	Call	25%	
Safety Page 74	1 mil White Poly Disposable Apron, 28 x 46	Pro-Link, Inc.	DAP1.25-28x46	DAP1.25-28x46	100/box	Call	25%	
Safety Page 74	2 mil White Poly Disposable Apron, 28 x 46	Pro-Link, Inc.	DAP2.0-28x46-D	DAP2.0-28x46-D	100/box	Call	25%	
Safety Page 74	6 mil Blue Vinyl Disposable Apron, 35 x 45	Pro-Link, Inc.	DAV06-35x45	DAV06-35x45	6 dz/cs.	Call	25%	
Safety Page 74	Disposable Coveralls | White Lightweight Polypropylene	Pro-Link, Inc.	DCWH-SIZE	DCWH-SIZE	25 Suits/cs.	Call	25%	
Safety Page 74	Disposable Coveralls | White Breathable Microporous with Elastic Wrists & Ankles	Pro-Link, Inc.	DCWH-SIZE-BB	DCWH-SIZE-BB	25 Suits/cs.	Call	25%	
Safety Page 74	Disposable Coveralls | White SMS Polypro with Elastic Wrists & Ankles	Pro-Link, Inc.	DCWH-SIZE-Sms	DCWH-SIZE-Sms	25 Suits/cs.	Call	25%	
Safety Page 74	Blue Polypro Disposable Lab Coat,3 Pockets, Elastic Wrists	Pro-Link, Inc.	DLBL-(SIZE)	DLBL-(SIZE)	30/cs.	Call	25%	
Safety Page 74	Blue Polypro Disposable Lab Coat, Slightly Shorter, Lighter Economy Version of Abov	Pro-Link, Inc.	DLBL-(SIZE)-E-B	DLBL-(SIZE)-E-B	30/cs.	Call	25%	
Safety Page 74	White Polypro Disposable Lab Coat (Disposable), 3 Pockets, Elastic Wrist	Pro-Link, Inc.	DLWH-(SIZE)	DLWH-(SIZE)	30/cs.	Call	25%	
Safety Page 74	White Polypro Disposable Lab Coat, Slightly Shorter, Lighter Economy Version of Ab	Pro-Link, Inc.	DLWH-(SIZE)-E-	DLWH-(SIZE)-E-	30/cs.	Call	25%	
Safety Page 74	Coated Knit Gloves, High Dexterity Mechanic's Glove	Pro-Link, Inc.	G-HIDEX-SIZE	G-HIDEX-SIZE	1 pr.	Call	25%	
Safety Page 74	Coated Knit Gloves, Black Nitrile Coating over Grey Nylon Shell	Pro-Link, Inc.	G-NIDEX-SIZE	G-NIDEX-SIZE	1 dz pr/bg	Call	25%	
Safety Page 74	Coated Knit Gloves, Heavy Blue Latex Coating over Grey Cotton Shell	Pro-Link, Inc.	GRSL-SIZE	GRSL-SIZE	1 dz pr/bg	Call	25%	
Safety Page 74	Coated Knit Gloves, Grey Coated HPPE Knit with ANSI Level A3 Cut Resistance	Pro-Link, Inc.	GS13-SIZE-CYPU	GS13-SIZE-CYPU	1 dz pr/bg	Call	25%	
Safety Page 74	String Knit Gloves, Double Dotted, Medium Weight	Pro-Link, Inc.	GSBD-SIZE-2C-2	GSBD-SIZE-2C-2	1 dz pr/bg	Call	25%	
Safety Page 74	String Knit Gloves, Single Dotted, Medium Weight	Pro-Link, Inc.	GSBS-SIZE-2c-20	GSBS-SIZE-2c-20	1 dz pr/bg	Call	25%	
Safety Page 74	String Knit Gloves, Orange Criss-Cross Grip. Heavyweight	Pro-Link, Inc.	GSCC-SIZE	GSCC-SIZE	1 dz pr/bg	Call	25%	
Safety Page 74	String Knit Gloves, Undotted, Lightweight	Pro-Link, Inc.	GSLW-SIZE-2C-N	GSLW-SIZE-2C-N	1 dz pr/bg	Call	25%	
Safety Page 74	White Dupont Tyvek Coveralls w/ Elastic Wrists & Ankles	Pro-Link, Inc.	ty-14125-SIZE	ty-14125-SIZE	25 Suits/cs.	Call	25%	
Safety Page 75	Safety Glasses & Goggles | Polycarbonate Goggles, Clear/Black	Pro-Link, Inc.	7321	7321	12/box	$ 68.25	25%	$ 51.19
Safety Page 75	Plastic Cutlery | Polypropylene | Black Heavy Weight	Pro-Link, Inc.	CPPHWXXBKE1	CPPHWXXBKE1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | White Heavy Weight	Pro-Link, Inc.	CPPHWXXBKW1	CPPHWXXBKW1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | Black Heavy Weight Wrapped	Pro-Link, Inc.	CPPHWXXIWE1	CPPHWXXIWE1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | Black Medium Weight	Pro-Link, Inc.	CPPMDXXBKE1	CPPMDXXBKE1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | White Medium Weight	Pro-Link, Inc.	CPPMDXXBKW1	CPPMDXXBKW1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | Black Medium Weight Wrapped	Pro-Link, Inc.	CPPMDXXIWE4	CPPMDXXIWE4	4 bags/250	Call	25%	
Safety Page 75	Plastic Cutlery | Polypropylene | White Medium Weight Wrapped	Pro-Link, Inc.	CPPMDXXIWW4	CPPMDXXIWW4	4 bags/250	Call	25%	
Safety Page 75	Plastic Cutlery | Polystyrene | Black Heavy Weight	Pro-Link, Inc.	CPSHWXXBKE1	CPSHWXXBKE1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polystyrene | White Heavy Weight	Pro-Link, Inc.	CPSHWXXBKW1	CPSHWXXBKW1	1000/bulk	Call	25%	
Safety Page 75	Plastic Cutlery | Polystyrene | Black Heavy Weight Wrapped	Pro-Link, Inc.	CPSHWXXIWE4	CPSHWXXIWE4	4 bags/250	Call	25%	
Safety Page 75	Plastic Cutlery | Polystyrene | White Heavy Weight Wrapped	Pro-Link, Inc.	CPSHWXXIWW4	CPSHWXXIWW4	4 bags/250	Call	25%	
Safety Page 75	Safety Glasses & Goggles | Ultra Lightweight Wrap-Around Glasses	Pro-Link, Inc.	ES-51FTCL	ES-51FTCL	12/box	$ 36.89	25%	$ 27.67
Safety Page 75	Safety Glasses & Goggles | Goggles, Blue	Pro-Link, Inc.	ES-GP	ES-GP	24/box	$ 115.58	25%	$ 86.68
Safety Page 75	Lens Cleaning Station, 16 oz. Solution and Tissues	Pro-Link, Inc.	ES-LCS-16	ES-LCS-16	1200/bx	$ 28.64	25%	$ 21.48
Safety Page 75	Lens Cleaning Station, 8 oz. Solution and Tissues	Pro-Link, Inc.	ES-LCS-8	ES-LCS-8	600/bx	$ 15.29	25%	$ 11.47
Safety Page 75	Pre-Moistened Lens Cleaning Towelettes	Pro-Link, Inc.	ES-LCT	ES-LCT	100/bx	$ 12.87	25%	$ 9.65
Safety Page 75	First Aid Kit | Plastic for 10 People	Pro-Link, Inc.	K-FAK-10	K-FAK-10	1 Kit	$ 28.61	25%	$ 21.46
Safety Page 75	First Aid Kit | Metal for 100 People	Pro-Link, Inc.	K-FAK-100	K-FAK-100	1 Kit	$ 215.08	25%	$ 161.31
Safety Page 75	16 oz. Single Bottle Wall Mount	Pro-Link, Inc.	K-FAK-24-000SZ	K-FAK-24-000SZ	1/ea.	$ 44.19	25%	$ 33.14
Safety Page 75	16 oz. Double Bottle Wall Mount	Pro-Link, Inc.	K-FAK-24-102SZ	K-FAK-24-102SZ	1/ea.	$ 50.16	25%	$ 37.62
Safety Page 75	32 oz Replacement Eyewash Bottle Only	Pro-Link, Inc.	K-FAK-24-201	K-FAK-24-201	1/ea.	$ 23.81	25%	$ 17.86
Safety Page 75	32 oz. Single Bottle Wall Mount	Pro-Link, Inc.	K-FAK-24-202SZ	K-FAK-24-202SZ	1/ea.	$ 46.00	25%	$ 34.50
Safety Page 75	First Aid Kit | Metal	Pro-Link, Inc.	K-FAK-25	K-FAK-25	1 Kit	$ 60.68	25%	$ 45.51
Safety Page 75	First Aid Kit | Metal for 25 People	Pro-Link, Inc.	K-FAK-25-P	K-FAK-25-P	1 Kit	$ 37.36	25%	$ 28.02
Safety Page 75	Blood Borne Pathogen Kit	Pro-Link, Inc.	K-FAK-3060SZ	K-FAK-3060SZ	1 Kit	$ 72.33	25%	$ 54.25

Safety Page 75	First Aid Kit | Metal for 50 People	Pro-Link, Inc.	K-FAK-50	K-FAK-50	1 Kit	$ 101.15	25%	$ 75.86
Safety Page 75	First Aid Kit | Plastic for 50 People	Pro-Link, Inc.	K-FAK-50-P	K-FAK-50-P	1 Kit	$ 64.68	25%	$ 48.51
Safety Page 75	Disposable Respirators & Dust Masks | White	Pro-Link, Inc.	RS-810	RS-810	50 Masks/box	Call	25%	
Safety Page 75	Disposable Respirators & Dust Masks | N95 Without Exhalation Valve	Pro-Link, Inc.	RS-900-N95	RS-900-N95	20 Masks/box	Call	25%	
Safety Page 75	Disposable Respirators & Dust Masks | N95 With Exhalation Valve	Pro-Link, Inc.	RS-920-EV-N95	RS-920-EV-N95	10 Masks/box	Call	25%	
Safety Page 76	Vinyl "Synthetic + Memory" Powder-Free Exam Gloves | Natural, 4.5 Mil; per glove w	Pro-Link, Inc.	8530	8530	10 bx./100	Call	25%	
Safety Page 76	Vinyl "NEW AGE®" Powder-Free Disposable Gloves | Blue, 4 Mil; per glove weight - 4	Pro-Link, Inc.	8650	8650	10 bx./100	Call	25%	
Safety Page 76	CLEANnSAFE® Synthetic Powder-Free Disposable Gloves | Natural, 4 4.5 Mil; per glo	Pro-Link, Inc.	8775	8775	10 bx./100	Call	25%	
Safety Page 76	Vinyl "NEW AGE®" Powder-Free Disposable Gloves | Natural, 4 Mil; per glove weigh	Pro-Link, Inc.	8973	8973	10 bx./100	Call	25%	
Safety Page 76	Vinyl Powder-Free Enhanced Durability Disposable Gloves | Natural, 4.5 Mil; per glo	Pro-Link, Inc.	8980	8980	10 bx./100	Call	25%	
Safety Page 76	Nitrile Chemo-Rated, Powder-Free, Fully Textured Examination Gloves | Blue, 5.5 Mi	Pro-Link, Inc.	9010	9010	10 bx./100	Call	25%	
Safety Page 76	Nitrile Powder-Free, Fingertip-Textured Examination Gloves | Black, 5.5 Mil; per glo	Pro-Link, Inc.	9047	9047	10 bx./100	Call	25%	
Safety Page 76	Nitrile Powder-Free, Fingertip-Textured Exam Gloves | Blue, 4 Mil; per glove weight	Pro-Link, Inc.	9250	9250	10 bx./100	Call	25%	
Safety Page 76	Nitrile Powder-Free, Fingertip-Textured Disposable Gloves | Black, 4.3 Mil; per glove	Pro-Link, Inc.	9388	9388	10 bx./100	Call	25%	
Safety Page 76	Nitrile Chemo-Rated, Powder-Free, Fingertip-Textured Examination Gloves | Blue, 5	Pro-Link, Inc.	9393	9393	10 bx./100	Call	25%	
Safety Page 77	Latex Powdered Disposable Glove | Natural, 4.3 Mil; per glove weight - 4.9g	Pro-Link, Inc.	1510	1510	10 bx./100	Call	25%	
Safety Page 77	12" Multipurpose Flock-Lined Latex Gloves | Yellow, 16 Mil; per glove weight - 19.5g	Pro-Link, Inc.	1908	1908	12 bg./12/pr.	Call	25%	
Safety Page 77	New Age TX-III Advanced Hybrid Disposable Gloves | Clear	Pro-Link, Inc.	2869	2869	5 bx./200	Call	25%	
Safety Page 77	Latex Powder-Free, Fully Textured Exam Gloves | Latex Powder-Free, Fully Textured	Pro-Link, Inc.	3110	3110	10 bx./100	Call	25%	
Safety Page 77	Latex 12 Extra-Thick, Chemo-Rated, Powder-Free Examination Gloves | Blue, Fully T	Pro-Link, Inc.	3649	3649	10 bx./50	Call	25%	
Safety Page 77	Latex Powder-Free, Fully Textured Disposable Gloves | Natural, 4.3 Mil; per glove we	Pro-Link, Inc.	3667	3667	10 bx./100	Call	25%	
Safety Page 77	Procedure Face Masks With Earloops | Yellow, Unisize	Pro-Link, Inc.	5055Y	5055Y	6 bx./50	Call	25%	
Safety Page 77	NEW AGE Vinyl Synthetic+ Powder-Free Exam Gloves | Blue, Palm: 0.08 mm; Finger:	Pro-Link, Inc.	7945	7945	10 bx./100	Call	25%	
Safety Page 78	Fluid-Impervious Over-the-Head Gown With Impervious Film & Thumb Hooks, Unisi	Pro-Link, Inc.	6011C25	6011C25	(15 packs of 5)	Call	25%	
Safety Page 78	Fluid-Impervious Over-the-Head Gown With Impervious Film & Thumb Hooks, XL, B	Pro-Link, Inc.	6033C35	6033C35	(15 packs of 5)	Call	25%	
Safety Page 78	24" Non Woven Spunbond Bouffant Cap, Blue	Pro-Link, Inc.	7124B	7124B	Bags of 100 (50	Call	25%	
Safety Page 78	Fluid Resistant Shoe Cover, Non-Skid, Unisize, Blue	Pro-Link, Inc.	7610B	7610B	Boxes of 100 (30	Call	25%	
Safety Page 78	Fluid Resistant Shoe Cover, Non-Skid, XL, Blue	Pro-Link, Inc.	7633B	7633B	Boxes of 100 (30	Call	25%	
Safety Page 78	Fluid Resistant Shoe Cover, Non-Skid, 2X, Blue	Pro-Link, Inc.	7655B	7655B	Boxes of 100 (30	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, SM, White	Pro-Link, Inc.	SMS57310W	SMS57310W	30 (6 bags of 5)	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, MD, White	Pro-Link, Inc.	SMS57320W	SMS57320W	30 (6 bags of 5)	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, LG, White	Pro-Link, Inc.	SMS57330W	SMS57330W	30 (6 bags of 5)	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, XL, White	Pro-Link, Inc.	SMS57335W	SMS57335W	30 (6 bags of 5)	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, 2X, White	Pro-Link, Inc.	SMS57340W	SMS57340W	30 (6 bags of 5)	Call	25%	
Safety Page 78	SMS Lab Coat, Full Length, Snap Front, Knit Collar/Knit Cuffs, Pockets, 3X, White	Pro-Link, Inc.	SMS57345W	SMS57345W	30 (6 bags of 5)	Call	25%	
Safety Page 78	Fluid-Resistant Multilayer Spunbond Coverall w/ Open Ankles & Elastic Cuffs, LG, WI	Pro-Link, Inc.	SMS815430W	SMS815430W	5 Bags of 5 (25)	Call	25%	
Safety Page 78	Fluid-Resistant Multilayer Spunbond Coverall w/ Open Ankles & Elastic Cuffs, XL, WI	Pro-Link, Inc.	SMS815435W	SMS815435W	5 Bags of 5 (25)	Call	25%	
Safety Page 78	Fluid-Resistant Multilayer Spunbond Coverall w/ Open Ankles & Elastic Cuffs, 2X, WI	Pro-Link, Inc.	SMS815440W	SMS815440W	5 Bags of 5 (25)	Call	25%	
Safety Page 78	Fluid-Resistant Multilayer Spunbond Coverall w/ Open Ankles & Elastic Cuffs, 3X, WI	Pro-Link, Inc.	SMS815445W	SMS815445W	5 Bags of 5 (25)	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 24"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X24T	SG32X24T	1	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 32"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X32T	SG32X32T	1	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 46"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X46T	SG32X46T	1	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 48"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X48T	SG32X48T	1	Call	25%	
Safety Page 78	Sneeze Guards | Suspended with hole, 32"H x 60"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X60H1	SG32X60H1	1	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 60"W, 1/4" clear acrylic	Pro-Link, Inc.	SG32X60T	SG32X60T	1	Call	25%	
Safety Page 78	Sneeze Guards | Suspended with hole, 48"H x 48"W, 1/4" clear acrylic	Pro-Link, Inc.	SG48X48H1	SG48X48H1	1	Call	25%	
Safety Page 78	Sneeze Guards | Table top, 32"H x 24"W, 1/4" clear acrylic	Pro-Link, Inc.	SG48X60T	SG48X60T	1	Call	25%	
Safety Page 78	Sneeze Guards | 10 foot chain, bolt and grid ceiling hook, galvanized steel	Pro-Link, Inc.	SGS10	SGS10	1 Kit	Call	25%	
Safety Page 78	Sneeze Guards | 3 foot chain, bolt and grid ceiling hook, galvanized steel	Pro-Link, Inc.	SGS3	SGS3	1 Kit	Call	25%	
Safety Page 78	Sneeze Guards | 5 foot chain, bolt and grid ceiling hook, galvanized steel	Pro-Link, Inc.	SGS5	SGS5	1 Kit	Call	25%	
Equipment Page 80	Vacuum Bags & Filters | Janitized® Advance Spectrum, Clarke CarpetMaster, 2-Ply	Pro-Link, Inc.	JAN-ADVSPEC-2	JAN-ADVSPEC-2	10/10 pks.	$ 153.29	25%	$ 114.97
Equipment Page 80	Vacuum Bags & Filters | Janitized® Advance VU500, 2-Ply	Pro-Link, Inc.	JAN-ADVU500-2	JAN-ADVU500-2	10/10 pks.	$ 156.07	25%	$ 117.05
Equipment Page 80	Vacuum Bags & Filters | Janitized® CleanMax Standard Pro, 2-Ply	Pro-Link, Inc.	JAN-CMPRO-2(1	JAN-CMPRO-2(1	10/10 pks.	$ 138.45	25%	$ 103.84
Equipment Page 80	Vacuum Bags & Filters | Janitized® Nobles Lite Trac, Tennant V-HDU-14/36, 2-Ply	Pro-Link, Inc.	JAN-cxlt-2(10)	JAN-cxlt-2(10)	10/10 pks.	$ 177.20	25%	$ 132.90
Equipment Page 80	Vacuum Bags & Filters | Janitized® Electrolux Type U, 2-Ply	Pro-Link, Inc.	JAN-ELU-2(10)	JAN-ELU-2(10)	10/10 pks.	$ 126.61	25%	$ 94.96
Equipment Page 80	Vacuum Bags & Filters | Janitized® Eureka F&G Uprights, 1-Ply	Pro-Link, Inc.	JAN-EUF&G(10)	JAN-EUF&G(10)	10/10 pks.	$ 131.41	25%	$ 98.56
Equipment Page 80	Vacuum Bags & Filters | Janitized® Eureka F&G Uprights, 1-Ply	Pro-Link, Inc.	JAN-EUF&G(3)	JAN-EUF&G(3)	12/3 pks.	$ 48.94	25%	$ 36.71
Equipment Page 80	Vacuum Bags & Filters | Janitized® Eureka Mighty Mite, 1-Ply	Pro-Link, Inc.	JAN-EUMM(10)	JAN-EUMM(10)	10/10 pks.	$ 140.96	25%	$ 105.72
Equipment Page 80	Vacuum Bags & Filters | Janitized® Windsor 5301ER, Micro Filter	Pro-Link, Inc.	JAN-IVF155	JAN-IVF155	25 pc.	$ 249.20	25%	$ 186.90
Equipment Page 80	Vacuum Bags & Filters | Janitized® Windsor Sensor XP Exhaust Filter	Pro-Link, Inc.	JAN-IVF282	JAN-IVF282	50 pcs.	$ 89.11	25%	$ 66.83
Equipment Page 80	Vacuum Bags & Filters | Janitized® Windsor Sensor S Exhaust Filter	Pro-Link, Inc.	JAN-IVF310	JAN-IVF310	25 pcs.	$ 57.91	25%	$ 43.43
Equipment Page 80	Vacuum Bags & Filters | Janitized® Advance Spectrum, VU500 & CarpetMaster, HEP	Pro-Link, Inc.	JAN-IVF457	JAN-IVF457	12/1 pks.	$ 226.26	25%	$ 169.69
Equipment Page 80	Vacuum Bags & Filters | Janitized® Tornado CV30/1 & CV38/1 HEPA Filter	Pro-Link, Inc.	JAN-IVF459	JAN-IVF459	12/1 pks.	$ 381.69	25%	$ 286.27
Equipment Page 80	Vacuum Bags & Filters | Janitized® Tornado CV30/1 & CV38/1, 4-Ply	Pro-Link, Inc.	JAN-KACB(10)	JAN-KACB(10)	10/10 pks.	$ 277.13	25%	$ 207.85
Equipment Page 80	Vacuum Bags & Filters | Janitized® Tornado CV30/1 & CV38/1, 2-Ply	Pro-Link, Inc.	JAN-KACV30-2(1	JAN-KACV30-2(1	10/10 pks.	$ 176.45	25%	$ 132.34
Equipment Page 80	Vacuum Bags & Filters | Janitized® Nobles Tidy-Vac, Tennant V5, 2-Ply	Pro-Link, Inc.	JAN-NOTV-2(10	JAN-NOTV-2(10	10/10 pks.	$ 166.75	25%	$ 125.06
Equipment Page 80	Vacuum Bags & Filters | Janitized® Nobles Ultra Glide V-DMU-15/38, 2-Ply	Pro-Link, Inc.	JAN-NOUG-2(10	JAN-NOUG-2(10	10/10 pks.	$ 175.32	25%	$ 131.49
Equipment Page 80	Vacuum Bags & Filters | Janitized® Pro-Link Models VB0101 & VE0201, 4-Ply	Pro-Link, Inc.	JAN-NVM1CH-4(	JAN-NVM1CH-4(	10/10 pks.	$ 258.89	25%	$ 194.17
Equipment Page 80	Vacuum Bags & Filters | Janitized® Panasonic Upright Type U, U-3 & U-6, 1-Ply	Pro-Link, Inc.	JAN-PAU(10)	JAN-PAU(10)	10/10 pks.	$ 106.12	25%	$ 79.59
Equipment Page 80	Vacuum Bags & Filters | Janitized® Panasonic Upright Type U, U-3 & U-6, 2-Ply	Pro-Link, Inc.	JAN-PAU-2(3)	JAN-PAU-2(3)	12/3 pks.	$ 44.54	25%	$ 33.41
Equipment Page 80	Vacuum Bags & Filters | Janitized® ProTeam 10 qt., 2-Ply	Pro-Link, Inc.	JAN-PTMV-2(10	JAN-PTMV-2(10	10/10 pks.	$ 183.48	25%	$ 137.61
Equipment Page 80	Vacuum Bags & Filters | Janitized® ProTeam 6 qt., 2-Ply	Pro-Link, Inc.	JAN-PTQV-2(10	JAN-PTQV-2(10	10/10 pks.	$ 165.25	25%	$ 123.94
Equipment Page 80	Vacuum Bags & Filters | Janitized® ProTeam Sierra & Lil Hummer II, 2-Ply	Pro-Link, Inc.	JAN-PTS-2(10)	JAN-PTS-2(10)	10/10 pks.	$ 172.31	25%	$ 129.23
Equipment Page 80	Vacuum Bags & Filters | Janitized® ProTeam Super Coach Pro, 10 qt., 2-Ply	Pro-Link, Inc.	JAN-PTSCP10-2(	JAN-PTSCP10-2(	10/10 pks.	$ 192.94	25%	$ 144.71
Equipment Page 80	Vacuum Bags & Filters | Janitized® ProTeam Super Coach Pro, 6 qt., 2-Ply	Pro-Link, Inc.	JAN-PTSCP6-2(1	JAN-PTSCP6-2(1	10/10 pks.	$ 170.80	25%	$ 128.10
Equipment Page 80	Vacuum Bags & Filters | Janitized® Windsor Sensor XP, Versamatic Plus, 3-Ply	Pro-Link, Inc.	JAN-WISEN-3(10	JAN-WISEN-3(10	10/10 pks.	$ 213.98	25%	$ 160.48
Equipment Page 80	Vacuum Bags & Filters | Janitized® Windsor Versamatic, 3-Ply	Pro-Link, Inc.	JAN-WIVER-3(10	JAN-WIVER-3(10	10/10 pks.	$ 162.73	25%	$ 122.05
Equipment Page 80	HEPA Vacuum, HEPA Bags & Filters | UVP 1.7 HEPA Vacuum	Pro-Link, Inc.	9600127	9600127	1/ea.	Call	25%	
Equipment Page 80	HEPA Vacuum, HEPA Bags & Filters | 100-Hour HEPA Filtration Kit	Pro-Link, Inc.	9696011	9696011	1/ea.	Call	25%	
Equipment Page 80	HEPA Vacuum, HEPA Bags & Filters | Filter Bag	Pro-Link, Inc.	9695731	9695731	Pack of 10	Call	25%	
Equipment Page 80	HEPA Vacuum, HEPA Bags & Filters | Motor Filter	Pro-Link, Inc.	9690741	9690741	1/ea.	Call	25%	
Equipment Page 80	HEPA Vacuum, HEPA Bags & Filters | HEPA Filter	Pro-Link, Inc.	9690051	9690051	1/ea.	Call	25%	
Engineered Water Page 81	CCS Caddy	Pro-Link, Inc.	1550 0025	1550 0025	1/ea.	Call	25%	
Engineered Water Page 81	POWERcaddy	Pro-Link, Inc.	1560 0010	1560 0010	1/ea.	Call	25%	
Engineered Water Page 81	MINIcaddy	Pro-Link, Inc.	1550 0030	1550 0030	1/ea.	Call	25%	
Engineered Water Page 81	CCS 3.0 Wall Mount	Pro-Link, Inc.	1530 0020	1530 0020	1/ea.	Call	25%	
Engineered Water Page 81	CCS 1.0 Wall Mount	Pro-Link, Inc.	1510 0022	1510 0022	1/ea.	Call	25%	
Engineered Water Page 81	CCS Ice System	Pro-Link, Inc.	1570 0010	1570 0010	1/ea.	Call	25%	
Engineered Water Page 81	CCS Laundry System	Pro-Link, Inc.	1570 0020	1570 0020	1/ea.	Call	25%	
Engineered Water Page 81	Disinfecting Tablet	Pro-Link, Inc.	IP-500-GK-CDT6	IP-500-GK-CDT6	Case: 6/120 tab	Call	25%	
Engineered Water Page 81	Carpet Wand Extractor	Pro-Link, Inc.	1100 0020	1100 0020	1/ea.	Call	25%	
Engineered Water Page 81	POWERcaddy Spray Gun	Pro-Link, Inc.	1100 0061	1100 0061	1/ea.	Call	25%	
Engineered Water Page 81	Spray Bottle (1.25 L)	Pro-Link, Inc.	1100 0057	1100 0057	1/ea.	Call	25%	
Engineered Water Page 81	Air Dryer	Pro-Link, Inc.	1590 0110	1590 0110	1/ea.	Call	25%	
Engineered Water Page 81	Delamo Auto Dolly	Pro-Link, Inc.	1100 0032	1100 0032	1/ea.	Call	25%	
Engineered Water Page 81	CCS Caddy Clip	Pro-Link, Inc.	1100 0030	1100 0030	1/ea.	Call	25%	
Floor Pads Page 82	"Eliminator Max" Burgundy Strip Pads | 13"	Pro-Link, Inc.	DOM13	DOM13	5/cs.	$ 34.35	25%	$ 25.76
Floor Pads Page 82	"Eliminator Max" Burgundy Strip Pads | 17"	Pro-Link, Inc.	DOM17	DOM17	5/cs.	$ 48.28	25%	$ 36.21
Floor Pads Page 82	"Eliminator Max" Burgundy Strip Pads | 20"	Pro-Link, Inc.	DOM20	DOM20	5/cs.	$ 58.09	25%	$ 43.57
Floor Pads Page 82	Black Strip Pads | 13"	Pro-Link, Inc.	FS113	FS113	5/cs.	$ 21.34	25%	$ 16.01
Floor Pads Page 82	Black Strip Pads | 14"	Pro-Link, Inc.	FS114	FS114	5/cs.	$ 24.52	25%	$ 18.39
Floor Pads Page 82	Black Strip Pads | 17"	Pro-Link, Inc.	FS117	FS117	5/cs.	$ 31.29	25%	$ 23.47
Floor Pads Page 82	Black Strip Pads | 19"	Pro-Link, Inc.	FS119	FS119	5/cs.	$ 37.58	25%	$ 28.18
Floor Pads Page 82	Black Strip Pads | 20"	Pro-Link, Inc.	FS120	FS120	5/cs.	$ 40.61	25%	$ 30.46
Floor Pads Page 82	Brown Strip Pads | 13"	Pro-Link, Inc.	FSB13	FSB13	5/cs.	$ 21.34	25%	$ 16.01
Floor Pads Page 82	Brown Strip Pads | 20"	Pro-Link, Inc.	FSB20	FSB20	5/cs.	$ 40.61	25%	$ 30.46
Floor Pads Page 82	The Beast Extreme Stripping Pad | 13"	Pro-Link, Inc.	FXS13	FXS13	5/cs.	$ 47.25	25%	$ 35.44

Floor Pads Page 82	The Beast Extreme Stripping Pad | 17''	Pro-Link, Inc.	FXS17	FXS17	5/cs.	$ 69.65	25%	$ 52.24	
Floor Pads Page 82	The Beast Extreme Stripping Pad | 20''	Pro-Link, Inc.	FXS20	FXS20	5/cs.	$ 83.46	25%	$ 62.59	
Floor Pads Page 82	''Quick Strip'' Strip Pads | 13''	Pro-Link, Inc.	HP13	HP13	5/cs.	$ 29.18	25%	$ 21.88	
Floor Pads Page 82	''Quick Strip'' Strip Pads | 17''	Pro-Link, Inc.	HP17	HP17	5/cs.	$ 42.99	25%	$ 32.24	
Floor Pads Page 82	''Quick Strip'' Strip Pads | 20''	Pro-Link, Inc.	HP20	HP20	5/cs.	$ 54.89	25%	$ 41.17	
Floor Pads Page 82	Stripping Boots | Pair of Replacement Soles, Small	Pro-Link, Inc.	YS023	YS023	3/cs.	$ 28.73	25%	$ 21.55	
Floor Pads Page 82	Stripping Boots | Pair of Replacement Soles, Medium	Pro-Link, Inc.	YS024	YS024	3/cs.	$ 28.73	25%	$ 21.55	
Floor Pads Page 82	Stripping Boots | Pair of Replacement Soles, Large	Pro-Link, Inc.	YS025	YS025	3/cs.	$ 28.73	25%	$ 21.55	
Floor Pads Page 82	Stripping Boots | Pair of Replacement Soles, X-Large	Pro-Link, Inc.	YS026	YS026	3/cs.	$ 28.73	25%	$ 21.55	
Floor Pads Page 82	Stripping Boots | Boots with 2 pr. Soles, Small	Pro-Link, Inc.	YU023	YU023	1/cs.	$ 80.16	25%	$ 60.12	
Floor Pads Page 82	Stripping Boots | Boots with 2 pr. Soles, Medium	Pro-Link, Inc.	YU024	YU024	1/cs.	$ 80.16	25%	$ 60.12	
Floor Pads Page 82	Stripping Boots | Boots with 2 pr. Soles, Large	Pro-Link, Inc.	YU025	YU025	1/cs.	$ 80.16	25%	$ 60.12	
Floor Pads Page 82	Stripping Boots | Boots with 2 pr. Soles, X-Large	Pro-Link, Inc.	YU026	YU026	1/cs.	$ 80.16	25%	$ 60.12	
Floor Pads Page 83	Time Saver Auto Scrub Pads | 13''	Pro-Link, Inc.	FAS13	FAS13	5/cs.	$ 22.52	25%	$ 16.89	
Floor Pads Page 83	Time Saver Auto Scrub Pads | 14''	Pro-Link, Inc.	FAS14	FAS14	5/cs.	$ 25.84	25%	$ 19.38	
Floor Pads Page 83	Time Saver Auto Scrub Pads | 16''	Pro-Link, Inc.	FAS16	FAS16	5/cs.	$ 30.68	25%	$ 23.01	
Floor Pads Page 83	Time Saver Auto Scrub Pads | 20''	Pro-Link, Inc.	FAS20	FAS20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 83	Natural Fiber Burnish Hair Pads | 19''	Pro-Link, Inc.	FB119	FB119	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 83	Natural Fiber Burnish Hair Pads | 20''	Pro-Link, Inc.	FB120	FB120	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 83	Natural Fiber Burnish Hair Pads | 27''	Pro-Link, Inc.	FB127	FB127	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 83	Red Buff Pads | 13''	Pro-Link, Inc.	FB513	FB513	5/cs.	$ 21.34	25%	$ 16.01	
Floor Pads Page 83	Red Buff Pads | 14''	Pro-Link, Inc.	FB514	FB514	5/cs.	$ 24.52	25%	$ 18.39	
Floor Pads Page 83	Red Buff Pads | 19''	Pro-Link, Inc.	FB519	FB519	5/cs.	$ 37.58	25%	$ 28.18	
Floor Pads Page 83	Red Buff Pads | 20''	Pro-Link, Inc.	FB520	FB520	5/cs.	$ 40.61	25%	$ 30.46	
Floor Pads Page 83	Buckaroo | 17''	Pro-Link, Inc.	FBB17	FBB17	5/cs.	$ 32.99	25%	$ 24.74	
Floor Pads Page 83	Buckaroo | 20''	Pro-Link, Inc.	FBB20	FBB20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 83	Buckaroo | 27''	Pro-Link, Inc.	FBB27	FBB27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 83	Tan Buff Pads | 13''	Pro-Link, Inc.	FBT13	FBT13	5/cs.	$ 21.34	25%	$ 16.01	
Floor Pads Page 83	Tan Buff Pads | 16''	Pro-Link, Inc.	FBT16	FBT16	5/cs.	$ 29.06	25%	$ 21.79	
Floor Pads Page 83	Tan Buff Pads | 17''	Pro-Link, Inc.	FBT17	FBT17	5/cs.	$ 31.29	25%	$ 23.47	
Floor Pads Page 83	Tan Buff Pads | 19''	Pro-Link, Inc.	FBT19	FBT19	5/cs.	$ 37.58	25%	$ 28.18	
Floor Pads Page 83	Tan Buff Pads | 20''	Pro-Link, Inc.	FBT20	FBT20	5/cs.	$ 40.61	25%	$ 30.46	
Floor Pads Page 83	CocoPads | 17''	Pro-Link, Inc.	FCC17	FCC17	5/cs.	$ 38.68	25%	$ 29.01	
Floor Pads Page 83	CocoPads | 20''	Pro-Link, Inc.	FCC20	FCC20	5/cs.	$ 50.24	25%	$ 37.68	
Floor Pads Page 83	CocoPads | 27''	Pro-Link, Inc.	FCC27	FCC27	2/cs.	$ 48.35	25%	$ 36.26	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 12"	Pro-Link, Inc.	FDCS12-A	FDCS12-A	5/cs.	$ 99.67	25%	$ 74.75	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 13"	Pro-Link, Inc.	FDCS13-A	FDCS13-A	5/cs.	$ 112.14	25%	$ 84.11	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 14"	Pro-Link, Inc.	FDCS14-A	FDCS14-A	5/cs.	$ 126.35	25%	$ 94.76	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 15"	Pro-Link, Inc.	FDCS15-A	FDCS15-A	5/cs.	$ 138.61	25%	$ 103.96	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 16"	Pro-Link, Inc.	FDCS16-A	FDCS16-A	5/cs.	$ 149.34	25%	$ 112.01	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 17"	Pro-Link, Inc.	FDCS17-A	FDCS17-A	5/cs.	$ 162.64	25%	$ 121.98	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 18"	Pro-Link, Inc.	FDCS18-A	FDCS18-A	5/cs.	$ 172.64	25%	$ 129.48	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 19"	Pro-Link, Inc.	FDCS19-A	FDCS19-A	5/cs.	$ 178.05	25%	$ 133.54	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 20"	Pro-Link, Inc.	FDCS20-A	FDCS20-A	5/cs.	$ 194.42	25%	$ 145.82	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 21"	Pro-Link, Inc.	FDCS21-A	FDCS21-A	5/cs.	$ 207.84	25%	$ 155.88	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 22"	Pro-Link, Inc.	FDCS22-A	FDCS22-A	5/cs.	$ 217.39	25%	$ 163.04	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 23"	Pro-Link, Inc.	FDCS23-A	FDCS23-A	5/cs.	$ 270.00	25%	$ 202.50	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 24"	Pro-Link, Inc.	FDCS24-A	FDCS24-A	5/cs.	$ 297.53	25%	$ 223.15	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 12" x 18"	Pro-Link, Inc.	FDCS1218-A	FDCS1218-A	5/cs.	$ 182.07	25%	$ 136.55	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 14" x 20"	Pro-Link, Inc.	FDCS1420-A	FDCS1420-A	5/cs.	$ 212.96	25%	$ 159.72	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 14" x 24"	Pro-Link, Inc.	FDCS1424-A	FDCS1424-A	5/cs.	$ 253.55	25%	$ 190.16	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 14" x 28"	Pro-Link, Inc.	FDCS1428-A	FDCS1428-A	5/cs.	$ 294.02	25%	$ 220.52	
Floor Pads Page 83	Duet Cleaning and Shining Pads | 14" x 32"	Pro-Link, Inc.	FDCS1432-A	FDCS1432-A	5/cs.	$ 343.95	25%	$ 257.96	
Floor Pads Page 83	Natural Max Hair Burnishing Pads | 20''	Pro-Link, Inc.	FNM20	FNM20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 83	Natural Max Hair Burnishing Pads | 27''	Pro-Link, Inc.	FNM27	FNM27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 83	Natural Poly Burnish Hair Pads | 20''	Pro-Link, Inc.	FPB20	FPB20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 83	Natural Poly Burnish Hair Pads | 27''	Pro-Link, Inc.	FPB27	FPB27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 83	Blue Scrub Pads | 12''	Pro-Link, Inc.	FS312	FS312	5/cs.	$ 19.55	25%	$ 14.66	
Floor Pads Page 83	Blue Scrub Pads | 13''	Pro-Link, Inc.	FS313	FS313	5/cs.	$ 21.34	25%	$ 16.01	
Floor Pads Page 83	Blue Scrub Pads | 14''	Pro-Link, Inc.	FS314	FS314	5/cs.	$ 24.52	25%	$ 18.39	
Floor Pads Page 83	Blue Scrub Pads | 17''	Pro-Link, Inc.	FS317	FS317	5/cs.	$ 31.29	25%	$ 23.47	
Floor Pads Page 83	Blue Scrub Pads | 20''	Pro-Link, Inc.	FS320	FS320	5/cs.	$ 40.61	25%	$ 30.46	
Floor Pads Page 83	Green Scrub Pads | 12''	Pro-Link, Inc.	FSG12	FSG12	5/cs.	$ 19.55	25%	$ 14.66	
Floor Pads Page 83	Green Scrub Pads | 13''	Pro-Link, Inc.	FSG13	FSG13	5/cs.	$ 21.34	25%	$ 16.01	
Floor Pads Page 83	Green Scrub Pads | 14''	Pro-Link, Inc.	FSG14	FSG14	5/cs.	$ 24.52	25%	$ 18.39	
Floor Pads Page 83	Green Scrub Pads | 17''	Pro-Link, Inc.	FSG17	FSG17	5/cs.	$ 31.29	25%	$ 23.47	
Floor Pads Page 83	Green Scrub Pads | 19''	Pro-Link, Inc.	FSG19	FSG19	5/cs.	$ 37.58	25%	$ 28.18	
Floor Pads Page 83	Green Scrub Pads | 20''	Pro-Link, Inc.	FSG20	FSG20	5/cs.	$ 40.61	25%	$ 30.46	
Floor Pads Page 84	Beige Poly Thermal Pads | 19''	Pro-Link, Inc.	FB419	FB419	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 84	Beige Poly Thermal Pads | 20''	Pro-Link, Inc.	FB420	FB420	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Beige Poly Thermal Pads | 27''	Pro-Link, Inc.	FB427	FB427	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	White Polish Pads | 13''	Pro-Link, Inc.	FB613	FB613	5/cs.	$ 21.34	25%	$ 16.01	
Floor Pads Page 84	White Polish Pads | 14''	Pro-Link, Inc.	FB614	FB614	5/cs.	$ 24.52	25%	$ 18.39	
Floor Pads Page 84	White Polish Pads | 17''	Pro-Link, Inc.	FB617	FB617	5/cs.	$ 31.29	25%	$ 23.47	
Floor Pads Page 84	White Polish Pads | 19''	Pro-Link, Inc.	FB619	FB619	5/cs.	$ 37.58	25%	$ 28.18	
Floor Pads Page 84	White Polish Pads | 20''	Pro-Link, Inc.	FB620	FB620	5/cs.	$ 40.61	25%	$ 30.46	
Floor Pads Page 84	Aqua Burnishing Pads | 19''	Pro-Link, Inc.	FBA19	FBA19	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 84	Aqua Burnishing Pads | 20''	Pro-Link, Inc.	FBA20	FBA20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Aqua Burnishing Pads | 27''	Pro-Link, Inc.	FBA27	FBA27	5/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Champagne Burnishing Pads | 20''	Pro-Link, Inc.	FCB20	FCB20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Champagne Burnishing Pads | 27''	Pro-Link, Inc.	FCB27	FCB27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Maroon Wood Prep Pads | 12''	Pro-Link, Inc.	FM12	FM12	10/cs.	$ 49.36	25%	$ 37.02	
Floor Pads Page 84	Maroon Wood Prep Pads | 13''	Pro-Link, Inc.	FM13	FM13	10/cs.	$ 52.16	25%	$ 39.12	
Floor Pads Page 84	Maroon Wood Prep Pads | 20''	Pro-Link, Inc.	FM20	FM20	10/cs.	$ 94.66	25%	$ 70.99	
Floor Pads Page 84	Maroon Xtreme | 14"	Pro-Link, Inc.	FMX14	FMX14	10/cs.	$ 114.28	25%	$ 85.71	
Floor Pads Page 84	Maroon Xtreme | 14" x 20"	Pro-Link, Inc.	FMX1420	FMX1420	10/cs.	$ 195.39	25%	$ 146.54	
Floor Pads Page 84	Maroon Xtreme | 17"	Pro-Link, Inc.	FMX17	FMX17	10/cs.	$ 142.16	25%	$ 106.62	
Floor Pads Page 84	Maroon Xtreme | 20"	Pro-Link, Inc.	FMX20	FMX20	10/cs.	$ 174.94	25%	$ 131.21	
Floor Pads Page 84	Natural Light Hair Pads | 19''	Pro-Link, Inc.	FNL19	FNL19	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 84	Natural Light Hair Pads | 20''	Pro-Link, Inc.	FNL20	FNL20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Natural Light Hair Pads | 27''	Pro-Link, Inc.	FNL27	FNL27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Rub Out Burnishing Pads | 20''	Pro-Link, Inc.	FRB20	FRB20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Rub Out Burnishing Pads | 27''	Pro-Link, Inc.	FRB27	FRB27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Super Soft White Burnishing Pads | 20''	Pro-Link, Inc.	FSWB20	FSWB20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Super Soft White Burnishing Pads | 27''	Pro-Link, Inc.	FSWB27	FSWB27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Baby Blue Pads | 19''	Pro-Link, Inc.	LL19	LL19	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 84	Baby Blue Pads | 20''	Pro-Link, Inc.	LL20	LL20	5/cs.	$ 42.85	25%	$ 32.14	
Floor Pads Page 84	Baby Blue Pads | 27''	Pro-Link, Inc.	LL27	LL27	2/cs.	$ 41.62	25%	$ 31.22	
Floor Pads Page 84	Maroon Eco Pads | 12"	Pro-Link, Inc.	MEP12	MEP12	10/cs.	$ 74.26	25%	$ 55.69	
Floor Pads Page 84	Maroon Eco Pads | 13"	Pro-Link, Inc.	MEP13	MEP13	10/cs.	$ 79.95	25%	$ 59.96	
Floor Pads Page 84	Maroon Eco Pads | 14"	Pro-Link, Inc.	MEP14	MEP14	10/cs.	$ 96.26	25%	$ 72.19	
Floor Pads Page 84	Maroon Eco Pads | 20"	Pro-Link, Inc.	MEP20	MEP20	10/cs.	$ 142.47	25%	$ 106.85	
Floor Pads Page 84	Natural Fiber Blue Blend Pads | 19''	Pro-Link, Inc.	NFBB19	NFBB19	5/cs.	$ 39.67	25%	$ 29.75	
Floor Pads Page 84	Natural Fiber Blue Blend Pads | 22''	Pro-Link, Inc.	NFBB22	NFBB22	5/cs.	$ 59.48	25%	$ 44.61	
Floor Pads Page 84	Natural Fiber Blue Blend Pads | 23''	Pro-Link, Inc.	NFBB23	NFBB23	5/cs.	$ 64.45	25%	$ 48.34	
Floor Pads Page 85	DiamaGLO™ System | 17" Gold 600 Grit Diamond Screen	Pro-Link, Inc.	DMD17G	DMD17G	2/cs.	$ 436.07	25%	$ 327.05	
Floor Pads Page 85	DiamaGLO™ System | 17" Orange 400 Grit Diamond Screen	Pro-Link, Inc.	DMD17O	DMD17O	2/cs.	$ 654.07	25%	$ 490.55	

Floor Pads Page 85	DiamaGLO™ System | 17" Red 220 Grit Diamond Screen	Pro-Link, Inc.	DMD17R	DMD17R	2/cs.	$ 835.81	25%	$ 626.86	
Floor Pads Page 85	DiamaGLO™ System | 20" Gold 600 Grit Diamond Screen	Pro-Link, Inc.	DMD20G	DMD20G	2/cs.	$ 581.39	25%	$ 436.04	
Floor Pads Page 85	DiamaGLO™ System | 20" Orange 400 Grit Diamond Screen	Pro-Link, Inc.	DMD20O	DMD20O	2/cs.	$ 702.52	25%	$ 526.89	
Floor Pads Page 85	DiamaGLO™ System | 20" Red 220 Grit Diamond Screen	Pro-Link, Inc.	DMD20R	DMD20R	2/cs.	$ 1,065.91	25%	$ 799.43	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 28'', X-Out Melamine Pad	Pro-Link, Inc.	FX1428	FX1428	5/cs.	$ 299.86	25%	$ 224.89	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 20'', X-Out Melamine Pad	Pro-Link, Inc.	FXS1420	FXS1420	5/cs.	$ 112.00	25%	$ 84.00	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 20'', Maroon Eco Pad	Pro-Link, Inc.	MEP1420	MEP1420	10/cs.	$ 165.39	25%	$ 124.04	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 24'', Maroon Eco Pad	Pro-Link, Inc.	MEP1424	MEP1424	10/cs.	$ 189.32	25%	$ 141.99	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 28'', Maroon Eco Pad	Pro-Link, Inc.	MEP1428	MEP1428	10/cs.	$ 233.74	25%	$ 175.31	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 32'', Maroon Eco Pad	Pro-Link, Inc.	MEP1432	MEP1432	10/cs.	$ 266.96	25%	$ 200.22	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 20'', Red Buff Pad	Pro-Link, Inc.	OSR1420	OSR1420	5/cs.	$ 52.66	25%	$ 39.49	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 24'', Red Buff Pad	Pro-Link, Inc.	OSR1424	OSR1424	5/cs.	$ 58.47	25%	$ 43.85	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 28'', Red Buff Pad	Pro-Link, Inc.	OSR1428	OSR1428	5/cs.	$ 70.16	25%	$ 52.62	
Floor Pads Page 85	Rectangular Swivel Pads (for Orbital Scrubbers) | 14'' x 32'', Red Buff Pad	Pro-Link, Inc.	OSR1432	OSR1432	5/cs.	$ 81.04	25%	$ 60.78	
Floor Pads Page 85	TWISTER™ FLOOR PADS | Starter Pack Plus (1 Twister™ Red, White, Yellow and Gre	Pro-Link, Inc.	TSP17	TSP17	4/cs.	$ 361.86	25%	$ 271.39	
Floor Pads Page 85	TWISTER™ FLOOR PADS | Starter Pack Plus (1 Twister™ Red, White, Yellow and Gre	Pro-Link, Inc.	TSP20	TSP20	4/cs.	$ 437.22	25%	$ 327.92	
Floor Pads Page 85	TurfScrub™ Pads | 14'' x 20''	Pro-Link, Inc.	TUR1420	TUR1420	4/cs.	$ 317.74	25%	$ 238.31	
Floor Pads Page 85	TurfScrub™ Pads | 17''	Pro-Link, Inc.	TUR17	TUR17	4/cs.	$ 258.61	25%	$ 193.96	
Floor Pads Page 85	TurfScrub™ Pads | 20''	Pro-Link, Inc.	TUR20	TUR20	4/cs.	$ 376.35	25%	$ 282.26	
Floor Pads Page 85	Twister™Green Floor Pads | 17''	Pro-Link, Inc.	TWI17G	TWI17G	2/cs.	$ 163.22	25%	$ 122.42	
Floor Pads Page 85	Twister™ Red Pads | 17''	Pro-Link, Inc.	TWI17R	TWI17R	2/cs.	$ 187.20	25%	$ 140.40	
Floor Pads Page 85	Twister™White Floor Pads | 17''	Pro-Link, Inc.	TWI17W	TWI17W	2/cs.	$ 161.32	25%	$ 120.99	
Floor Pads Page 85	Twister™Yellow Floor Pads | 17''	Pro-Link, Inc.	TWI17Y	TWI17Y	2/cs.	$ 161.32	25%	$ 120.99	
Floor Pads Page 85	Twister™ Red Pads | 19''	Pro-Link, Inc.	TWI19R	TWI19R	2/cs.	$ 206.24	25%	$ 154.68	
Floor Pads Page 85	Twister™Green Floor Pads | 20''	Pro-Link, Inc.	TWI20G	TWI20G	2/cs.	$ 189.60	25%	$ 142.20	
Floor Pads Page 85	Twister™ Red Pads | 20''	Pro-Link, Inc.	TWI20R	TWI20R	2/cs.	$ 217.93	25%	$ 163.45	
Floor Pads Page 85	Twister™White Floor Pads | 20''	Pro-Link, Inc.	TWI20W	TWI20W	2/cs.	$ 189.60	25%	$ 142.20	
Floor Pads Page 85	Twister™Yellow Floor Pads | 20''	Pro-Link, Inc.	TWI20Y	TWI20Y	2/cs.	$ 189.60	25%	$ 142.20	
Floor Pads Page 85	Twister™Green Floor Pads | 27''	Pro-Link, Inc.	TWI27G	TWI27G	2/cs.	$ 308.14	25%	$ 231.11	
Floor Pads Page 85	Twister™White Floor Pads | 27''	Pro-Link, Inc.	TWI27W	TWI27W	2/cs.	$ 308.14	25%	$ 231.11	
Floor Pads Page 85	Twister™Yellow Floor Pads | 27''	Pro-Link, Inc.	TWI27Y	TWI27Y	2/cs.	$ 308.14	25%	$ 231.11	
Floor Pads Page 85	Hybrid™ Black | 17'' Pad Holder	Pro-Link, Inc.	TWIH17B	TWIH17B	1/cs.	$ 187.46	25%	$ 140.59	
Floor Pads Page 85	Hybrid™ Black | 20'' Pad Holder	Pro-Link, Inc.	TWIH20B	TWIH20B	1/cs.	$ 258.82	25%	$ 194.12	
Floor Pads Page 85	Hybrid™ Black | 17'' Star Pad	Pro-Link, Inc.	TWIHS17B	TWIHS17B	2/cs.	$ 299.11	25%	$ 224.33	
Floor Pads Page 85	Hybrid™ Black | 20'' Star Pad	Pro-Link, Inc.	TWIHS20B	TWIHS20B	2/cs.	$ 344.40	25%	$ 258.30	
Floor Pads Page 85	Hybrid™ Black | Segments (One Size Fits All)	Pro-Link, Inc.	TWIHSB	TWIHSB	6/cs.	$ 603.84	25%	$ 452.88	
Floor Pads Page 85	Hybrid™ Red | Segments (One Size Fits All)	Pro-Link, Inc.	TWIHSR	TWIHSR	6/cs.	$ 603.84	25%	$ 452.88	
Floor Pads Page 85	Twister™ Purple Pads | 13''	Pro-Link, Inc.	TWSC13	TWSC13	2/cs.	$ 127.25	25%	$ 95.44	
Floor Pads Page 85	Twister™ Purple Pads | 19''	Pro-Link, Inc.	TWSC19	TWSC19	2/cs.	$ 179.91	25%	$ 134.93	
Floor Pads Page 85	Twister™ Purple Pads | 20''	Pro-Link, Inc.	TWSC20	TWSC20	2/cs.	$ 191.86	25%	$ 143.89	
Floor Pads Page 85	Twister™ Gray Pads | 20''	Pro-Link, Inc.	TWSG20	TWSG20	2/cs.	$ 191.86	25%	$ 143.89	
Floor Pads Page 85	Twister™ Gray Pads | 27''	Pro-Link, Inc.	TWSG27	TWSG27	2/cs.	$ 311.81	25%	$ 233.86	
Floor Pads Page 86	Carpet Bonnet | 17''	Pro-Link, Inc.	B0017	B0017	1/ea.	$ 32.92	25%	$ 24.69	
Floor Pads Page 86	Carpet Bonnet | 19''	Pro-Link, Inc.	B0019	B0019	1/ea.	$ 36.00	25%	$ 27.00	
Floor Pads Page 86	Carpet Bonnet | 21''	Pro-Link, Inc.	B0021	B0021	1/ea.	$ 40.80	25%	$ 30.60	
Floor Pads Page 86	With Scrubbing Strips | 17''	Pro-Link, Inc.	B0117	B0117	1/ea.	$ 25.74	25%	$ 19.31	
Floor Pads Page 86	With Scrubbing Strips | 19''	Pro-Link, Inc.	B0119	B0119	1/ea.	$ 29.32	25%	$ 21.99	
Floor Pads Page 86	With Scrubbing Strips | 21''	Pro-Link, Inc.	B0121	B0121	1/ea.	$ 41.13	25%	$ 30.85	
Floor Pads Page 86	Microfiber | 19'' Blue	Pro-Link, Inc.	BMF19	BMF19	1/ea.	$ 35.81	25%	$ 26.86	
Floor Pads Page 86	Microfiber | 17'' w/Scrubbing Strips	Pro-Link, Inc.	BMFS17	BMFS17	1/ea.	$ 33.81	25%	$ 25.36	
Floor Pads Page 86	Microfiber | 19'' w/Scrubbing Strips	Pro-Link, Inc.	BMFS19	BMFS19	1/ea.	$ 37.27	25%	$ 27.95	
Floor Pads Page 86	Carpet Cleaning Accessories Beige Carpet Pads | 17''	Pro-Link, Inc.	CFB17	CFB17	5/cs.	$ 32.99	25%	$ 24.74	
Floor Pads Page 86	Carpet Cleaning Accessories Beige Carpet Pads | 7/'' No Center Hole	Pro-Link, Inc.	CFB407	CFB407	15/cs.	$ 39.22	25%	$ 29.42	
Floor Pads Page 86	Carpet Cleaning Accessories Beige Carpet Pads | 6'' No Center Hole	Pro-Link, Inc.	CFB65NCH	CFB65NCH	15/cs.	$ 38.33	25%	$ 28.75	
Floor Pads Page 86	Microfiber Burnishing Pads | 20''	Pro-Link, Inc.	FMB20	FMB20	2/cs.	$ 229.15	25%	$ 171.86	
Floor Pads Page 86	Microfiber Burnishing Pads | 27''	Pro-Link, Inc.	FMB27	FMB27	2/cs.	$ 315.29	25%	$ 236.47	
Floor Pads Page 86	Microfiber Cleaning Pads | 13''	Pro-Link, Inc.	FMC13	FMC13	2/cs.	$ 112.56	25%	$ 84.42	
Floor Pads Page 86	Microfiber Cleaning Pads | 14''	Pro-Link, Inc.	FMC14	FMC14	2/cs.	$ 122.49	25%	$ 91.87	
Floor Pads Page 86	Swivel Pads/Holders Pads | Brown Utility Pad - #85 Heavy Duty, 4/'' x 10''	Pro-Link, Inc.	FUP02	FUP02	4/5 bag	$ 39.04	25%	$ 29.28	
Floor Pads Page 86	Swivel Pads/Holders Pads | Blue Utility Pad - Medium Duty, 4/'' x 10''	Pro-Link, Inc.	FUP03	FUP03	4/5 bag	$ 39.04	25%	$ 29.28	
Floor Pads Page 86	Swivel Pads/Holders Pads | White Utility Pad - #84 Light Duty, 41/2'' x 10''	Pro-Link, Inc.	FUP04	FUP04	4/5 bag	$ 39.04	25%	$ 29.28	
Floor Pads Page 86	Swivel Pads/Holders Pads | Super Duty Black Pad, 4/'' x 10''	Pro-Link, Inc.	FUP05	FUP05	4/5 bag	$ 39.04	25%	$ 29.28	
Floor Pads Page 86	Swivel Pads/Holders Pads | Extra Super Duty Black Pad, 4/'' x 10''	Pro-Link, Inc.	FUP17	FUP17	4/8 bag	$ 75.62	25%	$ 56.72	
Floor Pads Page 86	Swivel Pads/Holders Pads | Burgundy Utility Pad - Extra Heavy Duty, 4/'' x 10'' 4/6 b	Pro-Link, Inc.	FUP18	FUP18	4/6 bag	$ 61.58	25%	$ 46.18	
Floor Pads Page 86	Swivel Pads/Holders | Threaded Holder	Pro-Link, Inc.	FUP200T	FUP200T	1/ea.	$ 20.00	25%	$ 15.00	
Floor Pads Page 86	Swivel Pads/Holders | Threaded Holder	Pro-Link, Inc.	FUP200T-10	FUP200T-10	10/cs.	$ 200.02	25%	$ 150.02	
Floor Pads Page 86	Swivel Pads/Holders | Lock-On Holder	Pro-Link, Inc.	FUP202	FUP202	1/ea.	$ 20.00	25%	$ 15.00	
Floor Pads Page 86	Swivel Pads/Holders | Threaded Holder w/3 Pads	Pro-Link, Inc.	FUP52	FUP52	4 kits/cs.	$ 95.98	25%	$ 71.98	
Floor Pads Page 86	Swivel Pads/Holders | Lock-On Holder w/3 Pads	Pro-Link, Inc.	FUP54	FUP54	4 kits/cs.	$ 95.98	25%	$ 71.98	
Floor Pads Page 86	Sand Screens | 60 Grit, 17''	Pro-Link, Inc.	FW117	FW117	10/cs.	$ 95.25	25%	$ 71.44	
Floor Pads Page 86	Sand Screens | 60 Grit, 20''	Pro-Link, Inc.	FW120	FW120	10/cs.	$ 124.82	25%	$ 93.62	
Floor Pads Page 86	Sand Screens | 80 Grit, 17''	Pro-Link, Inc.	FW217	FW217	10/cs.	$ 78.94	25%	$ 59.21	
Floor Pads Page 86	Sand Screens | 80 Grit, 20''	Pro-Link, Inc.	FW220	FW220	10/cs.	$ 102.82	25%	$ 77.12	
Floor Pads Page 86	Sand Screens | 100 Grit, 17''	Pro-Link, Inc.	FW317	FW317	10/cs.	$ 70.16	25%	$ 52.62	
Floor Pads Page 86	Sand Screens | 100 Grit, 20''	Pro-Link, Inc.	FW320	FW320	10/cs.	$ 90.52	25%	$ 67.89	
Floor Pads Page 86	Sand Screens | 120 Grit, 17''	Pro-Link, Inc.	FW417	FW417	10/cs.	$ 64.19	25%	$ 48.14	
Floor Pads Page 86	Sand Screens | 120 Grit, 20''	Pro-Link, Inc.	FW420	FW420	10/cs.	$ 84.54	25%	$ 63.41	
Floor Pads Page 86	Sand Screens | 150 Grit, 17''	Pro-Link, Inc.	FW517	FW517	10/cs.	$ 62.89	25%	$ 47.17	
Floor Pads Page 86	Sand Screens | 150 Grit, 20''	Pro-Link, Inc.	FW520	FW520	10/cs.	$ 85.91	25%	$ 64.43	
Floor Pads Page 86	X-Out Melamine Cleaning Pads | 13''	Pro-Link, Inc.	FX13	FX13	5/cs.	$ 135.98	25%	$ 101.98	
Floor Pads Page 86	X-Out Melamine Cleaning Pads | 14''	Pro-Link, Inc.	FX14	FX14	5/cs.	$ 163.36	25%	$ 122.52	
Floor Pads Page 86	X-Out Melamine Cleaning Pads | 17''	Pro-Link, Inc.	FX17	FX17	5/cs.	$ 209.81	25%	$ 157.36	
Floor Pads Page 86	X-Out Melamine Cleaning Pads | 20''	Pro-Link, Inc.	FX20	FX20	5/cs.	$ 220.80	25%	$ 165.60	
Floor Pads Page 86	X-Out Xtreme | 13''	Pro-Link, Inc.	FXX13	FXX13	2/cs.	$ 108.38	25%	$ 81.28	
Floor Pads Page 86	X-Out Xtreme | 14''	Pro-Link, Inc.	FXX14	FXX14	2/cs.	$ 132.09	25%	$ 99.07	
Floor Pads Page 86	X-Out Xtreme | 16''	Pro-Link, Inc.	FXX16	FXX16	2/cs.	$ 155.20	25%	$ 116.40	
Floor Pads Page 86	X-Out Xtreme | 17''	Pro-Link, Inc.	FXX17	FXX17	2/cs.	$ 171.20	25%	$ 128.40	
Floor Pads Page 86	X-Out Xtreme | 20''	Pro-Link, Inc.	FXX20	FXX20	2/cs.	$ 195.39	25%	$ 146.54	
Floor Pads Page 86	X-Out Xtreme | 4.5" x 10''	Pro-Link, Inc.	FXX4510	FXX4510	20/cs.	$ 307.62	25%	$ 230.72	
Floor Pads Page 86	Microfiber Blue Carpet Bonnet | 17''	Pro-Link, Inc.	MBCB17	MBCB17	2/cs.	$ 103.48	25%	$ 77.61	
Floor Pads Page 86	Microfiber Blue Carpet Bonnet | 19''	Pro-Link, Inc.	MBCB19	MBCB19	2/cs.	$ 116.47	25%	$ 87.35	
Floor Pads Page 86	Microfiber Blue Carpet Bonnet | 21''	Pro-Link, Inc.	MBCB21	MBCB21	2/cs.	$ 129.48	25%	$ 97.11	
Matting Page 88	Marathon #228 - Scraper/Wiper | Heavy Traffic | 3' x 5'	Pro-Link, Inc.	MN 0035_	MN 0035_	1/ea.	Call	25%		
Matting Page 88	Marathon #228 - Scraper/Wiper | Heavy Traffic | 3' x 10'	Pro-Link, Inc.	MN 0310_	MN 0310_	1/ea.	Call	25%		
Matting Page 88	Marathon #228 - Scraper/Wiper | Heavy Traffic | 4' x 6'	Pro-Link, Inc.	MN 0046_	MN 0046_	1/ea.	Call	25%		
Matting Page 88	Marathon #228 - Scraper/Wiper | Heavy Traffic | 4' x 10'	Pro-Link, Inc.	MN 0410_	MN 0410_	1/ea.	Call	25%		
Matting Page 88	Oxford Elite #265 - Scraper/Wiper | Heavy Traffic | 3' x 5'	Pro-Link, Inc.	OE 0035_	OE 0035_	1/ea.	Call	25%		
Matting Page 88	Oxford Elite #265 - Scraper/Wiper | Heavy Traffic | 3' x 10'	Pro-Link, Inc.	OE 0310_	OE 0310_	1/ea.	Call	25%		
Matting Page 88	Oxford Elite #265 - Scraper/Wiper | Heavy Traffic | 4' x 6'	Pro-Link, Inc.	OE 0046_	OE 0046_	1/ea.	Call	25%		
Matting Page 88	Oxford Elite #265 - Scraper/Wiper | Heavy Traffic | 4' x 10'	Pro-Link, Inc.	OE 0410_	OE 0410_	1/ea.	Call	25%		
Matting Page 88	Triathlon #280 - Scraper/Wiper | Heavy Traffic | 3' x 5'	Pro-Link, Inc.	TR 0035_	TR 0035_	1/ea.	Call	25%		
Matting Page 88	Triathlon #280 - Scraper/Wiper | Heavy Traffic | 3' x 10'	Pro-Link, Inc.	TR 0310_	TR 0310_	1/ea.	Call	25%		
Matting Page 88	Triathlon #280 - Scraper/Wiper | Heavy Traffic | 4' x 6'	Pro-Link, Inc.	TR 0046_	TR 0046_	1/ea.	Call	25%		
Matting Page 88	Triathlon #280 - Scraper/Wiper | Heavy Traffic | 4' x 10'	Pro-Link, Inc.	TR 0410_	TR 0410_	1/ea.	Call	25%		
Matting Page 88	Dust-Star #350 - Wiper | Heavy Traffic | 3' x 5'	Pro-Link, Inc.	DS 0035_	DS 0035_	1/ea.	Call	25%		
Matting Page 88	Dust-Star #350 - Wiper | Heavy Traffic | 3' x 10'	Pro-Link, Inc.	DS 0310_	DS 0310_	1/ea.	Call	25%		
Matting Page 88	Dust-Star #350 - Wiper | Heavy Traffic | 4' x 6'	Pro-Link, Inc.	DS 0046_	DS 0046_	1/ea.	Call	25%		

Matting Page 88	Dust-Star #350 - Wiper | Heavy Traffic | 4' x 10'	Pro-Link, Inc.	DS 0410_	DS 0410_	1/ea.	Call	25%		
Matting Page 88	Oxford #360 - Wiper | Heavy Traffic | 3' x 5'	Pro-Link, Inc.	OX H0035_	OX H0035_	1/ea.	Call	25%		
Matting Page 88	Oxford #360 - Wiper | Heavy Traffic | 3' x 10'	Pro-Link, Inc.	OX H0310_	OX H0310_	1/ea.	Call	25%		
Matting Page 88	Oxford #360 - Wiper | Heavy Traffic | 4' x 6'	Pro-Link, Inc.	OX H0046_	OX H0046_	1/ea.	Call	25%		
Matting Page 88	Oxford #360 - Wiper | Heavy Traffic | 4' x 10'	Pro-Link, Inc.	OX H410_	OX H410_	1/ea.	Call	25%		
Housekeeping / Tools	Qt. Spray Bottles	Pro-Link, Inc.	21-072	21-072	1/ea	$ 1.00	25%	$ 0.75	
Housekeeping / Tools	Qt. Trigger	Pro-Link, Inc.	21-073	21-073	1/ea	$ 1.00	25%	$ 0.75	
Housekeeping / Tools	Acrilan Bowl Mops Dozen	Pro-Link, Inc.	21-065	21-065	12/ea	$ 20.80	25%	$ 15.60	
Liners & Containers	Brute Garbage Can 44 gal	Pro-Link, Inc.	22-069	22-069	1/ea	$ 52.50	25%	$ 39.38	
Liners & Containers	44 gallon Lid Gray	Pro-Link, Inc.	BRUTE 44LID	BRUTE 44LID	1/ea	$ 18.00	25%	$ 13.50	
Liners & Containers	Office waste basket 28 qt	Pro-Link, Inc.	10065900	10065900	1/ea	$ 8.00	25%	$ 6.00	
Safety	Latex PF gloves Med. 10/100	Pro-Link, Inc.	11-017	11-017	10/100	$ 64.38	25%	$ 48.29	
Safety	Latex PF gloves Lrge 10/100	Pro-Link, Inc.	11-016	11-016	10/101	$ 64.38	25%	$ 48.29	
Safety	Latex PF gloves x-large 10/100	Pro-Link, Inc.	11-019	11-019	10/102	$ 64.38	25%	$ 48.29	
Safety	Synthetic gloves large 10/100	Pro-Link, Inc.	11-029	11-029	10/103	$ 60.00	25%	$ 45.00	
Safety	Synthetic gloves med. 10/100	Pro-Link, Inc.	11-030	11-030	10/103	$ 60.00	25%	$ 45.00	
Safety	Synthetic gloves Large. 10/101	Pro-Link, Inc.	11-032	11-032	10/104	$ 60.00	25%	$ 45.00	
Safety	Playtex glove x-large dozen	Pro-Link, Inc.	11-047	11-047	12/case	$ 18.75	25%	$ 14.06	
Safety	Playtex glove med. Dozen	Pro-Link, Inc.	11-038	11-038	12/case	$ 18.75	25%	$ 14.06	
Liners	Canliner 38x6022 150 ct	Pro-Link, Inc.	JC386022	JC386022	1/each	$ 36.88	25%	$ 27.66	
Liners	Canliner 30x3710 500ct	Pro-Link, Inc.	JC303710	JC303710	1/each	$ 30.63	25%	$ 22.97	
Matting	4x6 Entrance mats Elik Olefin	Pro-Link, Inc.	27-010	27-010	1/each	$ 67.50	25%	$ 50.63	
Brushes & Brooms	Commercial corn brooms	Pro-Link, Inc.	16-091	16-091	1/each	$ 10.23	25%	$ 7.67	
Brushes & Brooms	Parlor corn brooms	Pro-Link, Inc.	16-061	16-061	1/each	$ 8.75	25%	$ 6.56	
Brushes & Brooms	Broom handles push wood	Pro-Link, Inc.	16-010	16-010	1/each	$ 3.00	25%	$ 2.25	
Brushes & Brooms	Push broom 24"	Pro-Link, Inc.	16-011	16-011	1/each	$ 23.71	25%	$ 17.78	
Housekeeping / Tools	Plastic dust pan	Pro-Link, Inc.	16-054	16-054	1/each	$ 5.69	25%	$ 4.27	
Housekeeping / Tools	Lobby dust pan	Pro-Link, Inc.	10050800	10050800	1/each	$ 16.88	25%	$ 12.66	
Housekeeping / Tools	Dust mop frame handle	Pro-Link, Inc.	16-045	16-045	1/each	$ 5.25	25%	$ 3.94	
Mops	Dust mop Frame 24"	Pro-Link, Inc.	16-025	16-025	12/case	$ 5.63	25%	$ 4.22	
Mops	Dust mop Frame 36"	Pro-Link, Inc.	16-028	16-028	12/case	$ 5.75	25%	$ 4.31	
Mops	Dust mop Frame 48"	Pro-Link, Inc.	16-030	16-030	12/case	$ 7.16	25%	$ 5.37	
Mops	Dust mop head 24" 12/cs	Pro-Link, Inc.	16-026	16-026	12/case	$ 120.00	25%	$ 90.00	
Mops	Dust mop head 36" 12/cs	Pro-Link, Inc.	16-029	16-029	12/case	$ 150.00	25%	$ 112.50	
Mops	Dust mop head 48" 6/cs	Pro-Link, Inc.	16-031	16-031	6/case	$ 100.20	25%	$ 75.15	
Housekeeping / Tools	Mop wringer & bucket	Pro-Link, Inc.	10067500	10067500	1/each	$ 73.75	25%	$ 55.31	
Mops	Mop handles wet quick change	Pro-Link, Inc.	16-077	16-077	1/each	$ 17.50	25%	$ 13.13	
Mops	Wet mops 16 oz rayon cut end 12/cs	Pro-Link, Inc.	16-007	16-007	12/case	$ 67.50	25%	$ 50.63	
Mops	Wet mops 24 oz rayon cut end 12/cs	Pro-Link, Inc.	16-014	16-014	12/case	$ 86.00	25%	$ 64.50	
Mops	Wet mops 32 oz rayon cut end 12/cs	Pro-Link, Inc.	16-020	16-020	12/case	$ 112.50	25%	$ 84.38	
Floor Pads	Medium scrub pads	Pro-Link, Inc.	21-017	21-017	10/case	$ 8.75	25%	$ 6.56	
Floor Pads	Buffing pads red 20"	Pro-Link, Inc.	28-028	28-028	5/case	$ 29.69	25%	$ 22.27	
Floor Pads	Polish pads white 20" full 1" thick	Pro-Link, Inc.	28-029	28-029	5/case	$ 29.69	25%	$ 22.27	
Floor Pads	Stripping pads black 20"full 1" thick	Pro-Link, Inc.	28-021	28-021	5/case	$ 29.69	25%	$ 22.27	
Chemicals Floor Care	All Purpose cleaner 4gal(2oz/gal dilution degreaser clean power	Pro-Link, Inc.	8-0032	8-0032	4-1gal/cs	$ 52.50	25%	$ 39.38	
Chemicals Floor Care	Curveball cleaner 5gal	Pro-Link, Inc.	8-0010	8-0010	1/each	$ 52.50	25%	$ 39.38	
Chemicals	Germicide spray cleaner cs.	Pro-Link, Inc.	14-025	14-025	12/case	$ 60.00	25%	$ 45.00	
Chemicals	Disinfectant spary cleaner cs.	Pro-Link, Inc.	14-061	14-061	12/case	$ 47.50	25%	$ 35.63	
Chemicals	Total Restroom 20% Phosporic 12 qt/case	Pro-Link, Inc.	R200	R200	12/case	$ 68.55	25%	$ 51.41	
Chemicals	Drain line cleaner no-acid/alkaline cs.	Pro-Link, Inc.	19-007	19-007	12/case	$ 62.50	25%	$ 46.88	
Chemicals Floor Care	Floor wax stripper-58-60% active ingredient per gal.	Pro-Link, Inc.	10052700	10052700	1/each	$ 93.75	25%	$ 70.31	
Chemicals Floor Care	Floor finish 27%min 50/10s prem. Tested in schools Per gal.	Pro-Link, Inc.	10017900	10017900	5 gl/each	$ 90.00	25%	$ 67.50	
Chemicals	Carpet extract cleaner 4 gal high dilution rate 2-4 gal per case	Pro-Link, Inc.	12-024	12-024	4 gal/cs	$ 52.50	25%	$ 39.38	
Chemicals	Furniture polish spray case	Pro-Link, Inc.	14-063	14-063	12 ea/case	$ 44.38	25%	$ 33.29	
Chemicals	Glass cleaner 4 gal dilutable case	Pro-Link, Inc.	1003380	1003380	4 gal/case	$ 20.00	25%	$ 15.00	
Chemicals	Gum remover aerosol case	Pro-Link, Inc.	14-060	14-060	12/case	$ 37.50	25%	$ 28.13	
Chemicals	Grafitti wipes case	Pro-Link, Inc.	18-009	18-009	Each case	$ 93.75	25%	$ 70.31	
Chemicals	Vomit control case	Pro-Link, Inc.	21-068	21-068	6/case	$ 61.25	25%	$ 45.94	
Chemicals	Weed killer 18% glyphospate gal.	Pro-Link, Inc.	10012000	10012000	Each case	$ 48.75	25%	$ 36.56	
Air Care	Deodorant Granny Apple 4/1 gal highly dilutable concentrated	Pro-Link, Inc.	13-006	13-006	4-1 gal/case	$ 52.10	25%	$ 39.08	
Air Care	Deodorant Japaneese pear case	Pro-Link, Inc.	13-007	13-007	12 ea/case	$ 52.10	25%	$ 39.08	
Air Care	Deodorant Melon Ball case	Pro-Link, Inc.	13-011	13-011	13 ea/case	$ 52.10	25%	$ 39.08	
Air Care	Deodorant Mulberry case	Pro-Link, Inc.	13-013	13-013	14 ea/case	$ 52.10	25%	$ 39.08	
Air Care	Deodorant Wild Cherry case	Pro-Link, Inc.	13-021	13-021	15 ea/case	$ 52.10	25%	$ 39.08	
Skin Care	Soap Antibacterial hand soap 12/800mil	Pro-Link, Inc.	6-0007	6-0007	12 each/case	$ 52.10	25%	$ 39.08	
Skin Care	Hand Sanitizer 8/950mil	Pro-Link, Inc.	HSANI950	HSANI950	8/950/case	$ 81.19	25%	$ 60.89	
Skin Care	EZ Foam soap antibacterial 6/1000ml/case	Pro-Link, Inc.	FOAMANTIB100	FOAMANTIB100	6/1000ml/case	$ 68.39	25%	$ 51.29	
Paper & Dispensers	Tissue dispenser double chrome for reg. 96 roll	Pro-Link, Inc.	SANR260XC	SANR260XC	Each	$ 17.50	25%	$ 13.13	
Paper & Dispensers	Tissue dispenser single chrome	Pro-Link, Inc.	SANR200XC	SANR200XC	Each	$ 12.50	25%	$ 9.38	
Paper & Dispensers	Fold towel dispenser	Pro-Link, Inc.	MF DISP	MF DISP	Each	$ 18.75	25%	$ 14.06	
Paper & Dispensers	Roll towel dispenser	Pro-Link, Inc.	10086100	10086100	Each	$ 50.00	25%	$ 37.50	
Skin Care	Soap dispenser for foam or 800/mil	Pro-Link, Inc.	Foam Disp800	Foam Disp800	Each	$ 5.00	25%	$ 3.75	
Paper & Dispensers	Center pull towel dispenser	Pro-Link, Inc.	CPULL Disp	CPULL Disp	Each	$ 12.50	25%	$ 9.38	
Paper & Dispensers	2 ply toilet tissue 500shts/roll	Pro-Link, Inc.	BT501A	BT501A	96 RLS/CS	$ 55.00	25%	$ 41.25	
Paper & Dispensers	9" 2 ply Toilet Tissue	Pro-Link, Inc.	JT102A	JT102A	Case	$ 34.38	25%	$ 25.79	
Paper & Dispensers	Charmin toliet tissue 48 rolls	Pro-Link, Inc.	1-0021	1-0021	48 rls/case	$ 61.25	25%	$ 45.94	
Paper & Dispensers	C-fold towels 2400/cs	Pro-Link, Inc.	1-0018	1-0018	24000/case	$ 28.88	25%	$ 21.66	
Paper & Dispensers	Single fold towels 4000/cs	Pro-Link, Inc.	1-0051	1-0051	4000/case	$ 30.95	25%	$ 23.21	
Paper & Dispensers	Center pull towels	Pro-Link, Inc.	CP602A	CP602A	6 rolls/case	$ 40.00	25%	$ 30.00	
Paper & Dispensers	8x350 brown roll towels	Pro-Link, Inc.	RTow8350	RTow8350	Case	$ 26.81	25%	$ 20.11	
Paper & Dispensers	VonDrehle 9" toliet tissue jumbo rolls 2ply	Pro-Link, Inc.	JBTissue9	JBTissue9	Case	$ 34.88	25%	$ 26.16	
Aerosols & Chemicals	SP Flying & Crawling 12ct	Pro-Link, Inc.	14-062	14-062	12/case	$ 58.05	25%	$ 43.54	
Aerosols & Chemicals	Poson wasp spray aerosol 12ct	Pro-Link, Inc.	14-0014	14-0014	12/case	$ 69.00	25%	$ 51.75	
Chemicals	Envirox H2O2 117 Gal	Pro-Link, Inc.	EVH2o2	EVH2o2	Case	$ 52.50	25%	$ 39.38	
Chemicals	Envirox Dispenser Each w/ case purchase	Pro-Link, Inc.	EVDISP	EVDISP	Each	$ 95.00	25%	$ 71.25	
Paper & Dispensers	Vondrehle 725-N Towels 12/cs	Pro-Link, Inc.	725-N	725-N	12/cs	$ 85.00	25%	$ 63.75	
Chemicals	Terragreen Kick Plus Bowl Cleaner 12qt/cs	Pro-Link, Inc.	B Blnr Kick +	B Blnr Kick +	12/cs	$ 55.00	25%	$ 41.25	
Paper & Dispensers	8877 Dispenser 725-N	Pro-Link, Inc.	725NDisp	725NDisp	Each	$ -	25%	$ -	
Skin Care	BEST Foam Lux Soap 4/1000ml	Pro-Link, Inc.	6-0035	6-0035	4/1000ml	$ 52.50	25%	$ 39.38	
Skin Care	BEST antibacterial Foam Soap 4/1000ml	Pro-Link, Inc.	6-0036	6-0036	4/1000ml	$ 55.00	25%	$ 41.25	
Skin Care	BEST ALCO Gel Sanitizer 4/100ml	Pro-Link, Inc.	6-0037	6-0037	4/1000ml	$ 60.00	25%	$ 45.00	
Skin Care	BEST ALCO foam Sanitizer 4/1000ml	Pro-Link, Inc.	6-0038	6-0038	4/1000ml	$ 61.25	25%	$ 45.94	
Skin Care	Foam Fresh AB 6/4000ml	Pro-Link, Inc.	6-0008	6-0008	6/250ml	$ 30.00	25%	$ 22.50	
Skin Care	SOYL Industrial Hand Cleaner 2/4000ml	Pro-Link, Inc.	soylcleaner	soylcleaner	2/4000ml	$ 72.50	25%	$ 54.38	
Skin Care	8007 BK Manual Dispenser	Pro-Link, Inc.	10151400	10151400	1/ea	$ -	25%	$ -	
Skin Care	8007 White Manual Dispenser	Pro-Link, Inc.	10151500	10151500	1/ea	$ -	25%	$ -	
Skin Care	8107 BK Electronic Dispenser	Pro-Link, Inc.	10151600	10151600	1/ea	$ 17.88	25%	$ 13.41	
Skin Care	SOYL Dispenser	Pro-Link, Inc.	10151900	10151900	1/ea	$ 11.00	25%	$ 8.25	

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: 2022-23 General Fund/Operation of Plant/Supplies/Various/County-wide Custodial

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7900	5100	Various	M2370	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 300,00.00		$ 75,000.00		$ 189,298.69		$ 185,701.31		$ 185,701.31		$ 0

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 350,000.00
Prior Year Actual Spent: $ 318,171.08

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 27. 23-1200 2/14/2023

Title and Board Action Requested

Approve piggybacking General Services Administration (GSA) Contract #47QTCA22Doo8N, Wireless Mobility Services, awarded to T-Mobile for Wi-Fi on School Buses and approve the purchase of services for an estimated annual spending of $56,388.00.

Executive Summary

The Director of Transportation on behalf of the Superintendent of Schools, hereby requests the Board to approve the piggybacking of General Services Administration (GSA) Contract #47QTCA22Doo8N, Wireless Mobility Services, awarded to T-Mobile for Wi-Fi subscription service on school buses. The funding for this purchase is provided under DOE CRRSA ESSER II - Technology Assistance. This Wi-Fi subscription covers services for 148 buses at an estimated $56,388.00 for one (1) year.

Hernando County School Board Bid #23-915-29 PB has been assigned for internal tracking purposes.

My Contact

Ralph Leath
Director of Transportation
352/797-7003

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $56,388.00 see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 23-915-29 PB **Bid Title:** Wireless Mobility Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☐Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☒ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 05/18/2027 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining ☐ Length of Each Term (month) ☐ Length of Each Term (year) ☒ None

Rationale/Reason: Piggyback General Services Administration (GSA) Contract #47WTCA22D008N for Wireless Mobility Services for Transportation Department, School Bus Wi-Fi. Hernando County School District Bid #23-915-29 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Ralph Leath
Director of Transportation

Department(s): Transportation

Recommended award: T-Mobile USA, Inc.

Contact: Passias Soto – soto.passias1@t-mobile.com

T/C CODE: 2329

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Esser II | Transportation | Technology Rentals | Transportation | Esser II Technology Assistance

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4430	7800	3690	9602	99600	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 112,776.00	$ .00	$ 19,622.78	$ 93,153.22	$ 56,388.00	$ 36,765.22

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 56,388.00
Prior Year Actual Spent: $ .00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 28. 23-1202 2/14/2023

Title and Board Action Requested

Approve cancellation of the agreement (Standard Form of Agreement Between Owner and Construction Manager as Constructor), with Manhattan Construction Company, Inc., for the Roofing & Ventilation Project at Transportation.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board to approve cancellation of the agreement (Standard Form of Agreement Between Owner and Construction Manager as Constructor), with Manhattan Construction Company, Inc., for the Roofing & Ventilation Project at Transportation per Article 13 of the contract, as an agreement was not met on the Guaranteed Maximum Price (GMP).

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $0.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Eighth day of February in the year Two-thousand Twenty-two
(In words, indicate day, month, and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

BETWEEN the Owner:
(Name, legal status, address, and other information)
School District of Hernando County, Florida
8016 Mobley Rd
Brooksville, FL 34601

and the Construction Manager:
(Name, legal status, address, and other information)
Manhattan Construction Company, Inc.
5601 S. 122nd East Avenue
Tulsa, OK 74146

for the following Project:
(Name, location, and detailed description)
Transportation Roofing & Ventilation Project
3339 California Street, Brooksville, FL 34604

The Architect:
(Name, legal status, address, and other information)
C B Goldsmith & Associates
13101 56th CT North STE 801
Clearwater, FL 33760

The Owner and Construction Manager agree as follows.

Init.
Michael /

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4 OWNER'S RESPONSIBILITIES

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6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Transportation Mechanic & Warehouse Building with minor work in Transportation Office Building

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Owner's Total Construction Budget:	**$**	**650,000**
Less 1% for Preconstruction Phase Services:	**$**	**6,500**
Guaranteed Maximum Price Budget:	**$**	**643,500**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

[TBD] or [As indicated in Owner's Master Project Schedule.]

.2 Construction commencement date:

[TBD] or [As indicated in Owner's Master Project Schedule.]

.3 Substantial Completion date or dates:

[TBD]

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phasing shall be as stipulated in the Construction Documents. Work shall be coordinated to maintain operations of building and avoid disruption of services.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Construction Manager shall plan the Work to avoid disruption of District transportation activities, teaching and learning. The Constuction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the Transportation Department's schedule.

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Ragan
Director of Facilities & Construction
8016 Mobley Rd.
Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

As a subconsultant to the Architect:
[TBD]

.2 Civil Engineer:

As a subconsultant to the Architect:
[TBD]

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Robert Whitcomb
2555 Nursery Road
Clearwater, FL 33764
727-540-0456
rwhitcomb@cbgoldsmith.com

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

J. Michael Miller
5840 W. Cypress, Ste. A
Tampa, FL 33607

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including: A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package; B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Construction Manager may be required to procure materials by means of the Owner's Direct Purchase Program

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

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J. M.
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supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

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Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and

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coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed one percent (1%) of the Owner's Total Construction Budget identified in Article 1.1.3.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit F - Standard Rates Schedule

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

2 % Two percent

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

$25,000 - $100,000	**10.00% - 9.50%**	**$600,000 - $750,000**	**6.50% - 5.50%**	**$3.0M - $4.0M**	**4.50% - 4.25%**
$100,000 - $200,000	**9.50% - 9.00%**	**$750,000 - $1.0M**	**5.50% - 5.25%**		
$200,000 - $300,000	**9.00% - 8.00%**	**$1.0M - $1.5M**	**5.25% - 5.00%**		
$300,000 - $400,000	**8.00% - 7.00%**	**$1.5M - $2.0M**	**5.00% - 4.75%**		
$400,000 - $600,000	**7.00% - 6.50%**	**$2.0M - $3.0M**	**4.75% - 4.50%**		

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontactor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed
One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Zero dollars ($0.00)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Construction Manager's overhead and profit for increases in the cost of Work performed by its own forces shall be limited to ten percent (10%) of the cost of the self-performed Work.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See Exhibit F - Standard Rates Schedule

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

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provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including

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the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the **25th** day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the **last** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Twenty-Five** (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

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§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions and Construction Manager's fee are not subject to retainage.

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall not be reduced prior to Substantial Completion of the entire Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

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9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % Two-percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

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☑ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

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would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)
See 14.4 of AIA 201-2017

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000) for each occurrence and Two-million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One-million dollars ($ 1,000,000) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between

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Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☑ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	2019	5
List of Drawings, Specs & Addend	Exhibit 'B'	TBD	TBD
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	January 2021	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	1
Standard Rates Schedule	Exhibit 'F'	07-01-2021	2

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AIA A201-2017 General Conditions of the Contract for Construction is incorporated by reference.

This Agreement is entered into as of the day and year first written.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Gus Guadagnino, Chair	J. Michael Miller Vice President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eighth day of February in the year Two-thousand Twenty-two (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)
Transportation Roofing & Ventilation Project
3339 California Street, Brooksville, FL 34604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE OWNER:
(Name, legal status, and address)
School District of Hernando County, Florida
8016 Mobley Rd
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)
Manhattan Construction Company, Inc.
5601 S. 122nd East Avenue
Tulsa, OK 74146

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:

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(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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/

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Eighth day of February in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)
Transportation Roofing & Ventilation Project
3339 California Street, Brooksville, FL 34604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

THE OWNER:
(Name, legal status, and address)
School District of Hernando County, Florida
8016 Mobley Rd
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)
Manhattan Construction Company, Inc.
5601 S. 122nd East Avenue
Tulsa, OK 74146

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

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☐ **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ B.2.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

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§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars ($ 1,000,000) each occurrence, Two-million dollars ($ 2,000,000) general aggregate, and Two-million dollars ($ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One-million dollars ($ 1,000,000) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars ($ 1,000,000) per claim and One-million dollars ($ 1,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

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☑ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

☐ **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

☐ **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Init.

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

J. Michael Miller
Signature of Officer/Agent authorized

Manhattan Construction Company
Company Name

J. Michael Miller
Print Name

5840 W. Cypress St., Suite A
Business Address

Tampa, FL 33607
City, State, Zip Code

SECTION II

Approved as to form
Nancy McClain Alfonso
General Counsel, HCSB

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

Revised: 04/23/20

HERNANDO COUNTY SCHOOL BOARD EXHIBIT C
CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Each Occurrence	$1,000,000
d.	Personal Injury	$1,000,000

2. The following coverages shall be included in the CGL:
   a. Per project general aggregate (CG 25 03 or similar)
   b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
   c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
   d. A waiver of Subrogation in favor of all Additional Insured parties.
   e. Personal Injury Liability
   f. Contractual Liability coverage to support indemnification obligation per Article 53.I
   g. Explosion, collapse and underground (xcu)

3. The following exclusionary endorsements are prohibited in the CGL policy:
    a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    c. If applicable to the Work to be performed: Residential or multi-family
    d. If applicable to the Work to be performed: Exterior insulation finish systems
    e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
    a. Combined Single Limit (each accident): $1,000,000

    b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding $10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

    a. Each occurrence $5,000,000
    b. Aggregate $5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

    a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
    b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).
    c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
    a. Pollution Liability policy must include contractual liability coverage.
    b. Hernando County School Board must be included as additional insureds on the policy.
    c. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;

4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:

    a. Before commencing the Work on any individual project having a Contract Sum of $200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
        i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
        ii. The project number assigned by the Owner
        iii. The bond number assigned by the surety
        iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement

    b. The amount of the bond shall equal the full amount of the Contract Sum.

    c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

EXHIBIT D

STANDARD ADDENDUM TO AGREEMENTS WITH THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

WHEREAS, the undersigned parties have entered into an Agreement or Contract (hereinafter Agreement); and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the parties acknowledge the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the parties desire to make these standard terms part of their Agreement by executing this Addendum.

IT IS THEREFORE AGREED BY THE PARTIES to amend their Agreement as follows:

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records.

6. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

7. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

8. Any conflict between the terms of this Addendum and the parties original Agreement or modifications thereof are to be resolved in favor of this Addendum.

9. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat.

10. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.

11. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall

have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

12. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

13. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

14. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

15. Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

16. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

17. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

18. <u>E-Verify</u>.

A. Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system

https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

E. By signing below, the contractor and subcontractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties

19. **Mandatory Public Records Language for All District/School Service Contracts**. **Public records compliance.** In addition to other contract requirements provided by School Board Policy or State law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

A. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

EXHIBIT D

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board 's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, jordan_k@hcsb.k12.fl.us **or (352) 797-7009.**

Contractor

J. Michael Miller

Printed Name: J. Michael Miller
Title: Vice President
Date: 1-19-2022

Hernando County School Board:

Printed Name: Gus Guadagnino
Title: Chair
Date: 2/8/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

The School District of Hernando County, Florida
Facilities & Construction
8016 Mobley Road
Brooksville, FL 34601
Phone: (352) 797-7050
Fax: (352) 797-7150

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

Superintendent: *John Stratton*
Board Chairperson: *Gus Guadagnino*
Vice Chairperson: *Susan Duval*
Board Members:
Mark Johnson
Linda Prescott
Shannon Rodriguez

January 27, 2023

Mr. Michael Miller
Vice President
Manhattan Construction Company
5601 S. 122nd East Avenue
Tulsa, OK 74146

Dear Mr. Miller,

Please be advised that The Hernando County School District has decided to terminate the agreement for the Transportation Roofing and Ventilation Project per Article 13 of the *Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA A133-2019)*. We regret that we were not able to negotiate a guaranteed maximum price within our budget.

Please feel free to submit an invoice for pre-construction services per the purchase order issued by The District at your convenience.

Sincerely,

Brian Ragan
Director of Facilities & Construction

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source:

Account Name:

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: (X)
New for Current Year: ( )

Prior Year Approved Budget: $ 0.00
Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 29. 23-1212 2/14/2023

Title and Board Action Requested

Approve renewing Bid No. 19-725-21 RN: Motorola Mobile/Portable Radios Installation and Repair Services, to Bearcom, Radio One and Tri-Co Communications, Inc. for Mobile/Portable Radios Installation and Repair Services and authorize the purchase for estimated annual amount of $194,900.00.

Executive Summary

The Fire Official /Plans Examiner, on behalf of the Superintendent of Schools, hereby requests the Board approve renewing Bid No. 19-725-21 RN: Motorola Mobile/Portable Radios Installation and Repair Services, to Bearcom, Radio One and Tri-Co Communications, Inc. for Mobile/Portable Radios Installation and Repair Services and authorize the purchase for estimated annual amount of $194,900.00.

The original approved budget was $194,900.00 of which $171,484.41 has been spent. This leaves a balance of $63,415.59 to be spent on remaining projects this fiscal year.

My Contact

William L Hall
Fire Official/Plans Examiner
hall_b@hcsb.k12.fl.us
352-797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $194,900.00, see attached budget sheet. The cost for the previous fiscal year was $182,500.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 19-725-21 RN

Bid Title: Motorola Mobile/Portable Radios Installation and Repair Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s) ☐Request for Proposal(s) ☐Low Bid(s) Meeting Specification ☐Rejection/Cancellation
☐Revised Award ☒Renewal of Contract ☐Sole Source ☐Re-Award (Partial/Whole)
☐Bid Termination ☐Revisions/Amendments to Bid ☐Bid Extension ☐Emergency
☐Piggyback Cooperative

Bid Contract Period: 02/26/2023 through 02/25/2024 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining ☒ Length of Each Term (month) ☐ Length of Each Term (year) ☒ None

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: n/a | **Bids Received:** | **No Bids:** | **Late Bids:** | **Rejected Bids:** | ☒ **N/A – Bids Not Required:** Renewal

Submitted By: Neilson McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: William Hall
Fire Official-AHJ/Plans Examiner

Department(s): Facilities Department

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 1921

Bearcom (V-50271)

Item	Description	Firm Unit Price
1.	AA28JNC9RA1AN- Motorola XPR5350 Digital mobile 1-25 watts VHF 135-174 MHz Enabled version with WiFi, power cable, mounting bracket, microphone and five years total warranty ***Only – No Substitutes***	$895.00
2.	AA28JQC9RA1AN – Motorola XPR5350 Digital mobile 25-45 watts VHF 136-174 MHz Enabled version with WiFi, power cable, mounting bracket, microphone and five year total warranty ***Only – No Substitutes***	$925.00
3.	AAH56JDN9RA1N – Motorola XPR7550E Digital portable with HKVN4381 Enabled version with WiFi, antenna, belt clip, IMPRESS battery/charging system and SMA0771 five year total warranty ***Only – No Substitutes***	$1279.00
4.	AAR1DJCGANQIAN – Motorola SLR 5700 Digital Repeater 50 watts 136-174 MHz VHF, five year warranty ***Only – No Substitutes***	$3,795.00
5.	DSP1020MOVC5 P10 Series Amplifier, 136-174 MHz, 20-50 W Input, 100 Watt Output ***Only – No Substitutes***	$2,275.00
6.	CDQRDN9900 – DURACOMM 30 AMP Power Supply ***Only – No Substitutes***	$295.00
7.	100 Watt Duplexer with Duplexer Cable Kit	$2,195.00
8.	HAD 4008 Antenna with Cable	$24.00
9.	Impress Keypad Microphone For XPR 5550E Base Unit PMLN7131	$525.00
10.	AAM28JNN9RAIAN - Motorola Base Unit 25 Watts XPR 5550E with Color Display and Power Supply, WiFi, Five Year warranty	$1,259.00

Delivery (ARO): 15 Calendar Days

Additional Requested Pricing

Installation fee for two-way mobile radios in buses	$135.00 per Radio
Programming fee for encoder	No Charge
Removal of existing, older radios	$35.00 per Radio
Manufacturer's discount for accessories, parts, batteries, etc.	20%
Balance of line discount for equipment – not listed above	20%
Motorola base unit 25 watts X{R 5550E with color display and power supply	$250.00 Each - local ant
Impress keypad microphone for XZPR 5550E base unit	$525 Each/no installation
Installation labor rate (Straight Time) during normal business hours, Monday-Friday 7:00 am to 4:00 pm	$105.00 per Hour
Installation labor rate (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$225.00 per Hour
Programming labor rates (Straight Time) During normal business hours, Monday-Friday 7:00 am to 4:00 pm	$105.00 per Hour

Programming labor rates (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$225.00 per Hour
Minimum shop charge for initial service/check-out *	$50.00
Time & material repairs/adjustments plus parts	$105.00 per Hour

* Note: If the option is NOT to repair the unit, the minimum shop charge fee must be refundable in the event a decision is to purchase anew radio in place of authorizing repairs

Pick up & delivery to sites of mobile radio repairs: YES
Additional Charge for Delivery Service: NO

Standard Equipment that comes with the Radios: Portables are complete package with antenna, belt clip, battery charger. Mobile come with mounting bracket, microphone, hang up clip and power cable.

Radio One (V-50272)

Item	Description	Firm Unit Price
1.	AAM28JNC9RA1N- Motorola XPR5350 Digital mobile 1-25 watts VHF 135-174 MHz with power cable, mounting bracket, microphone and three years total warranty ***Only – No Substitutes***	$847.00
2.	AAM28JQC9RA1N – Motorola XPR5350 Digital mobile 25-40 watts VHF 136-174 MHz with power cable, mounting bracket, microphone and three year total warranty ***Only – No Substitutes***	$915.00
3.	AAH06RDN9WA1AN – Motorola R7 UHF FKP GPS BT WIFI CAPABLE, belt clip, IMPRESS battery/charging system and three year total warranty ***Only – No Substitutes***	$1,265.00
4.	AAR10JCGANQ1AN – Motorola SLR 5700 Digital Repeater 50 watts 136-174 MHz VHF ***Only – No Substitutes***	$3,233.00
5.	DSP1020MOVC5 P10 Series Amplifier, 136-174 MHz, 20-50 W Input, 100 Watt Output ***Only – No Substitutes***	$1,954.00
6.	CDQRDN9900 – DURACOMM 30 AMP Power Supply ***Only – No Substitutes***	$239.00
7.	9175300H02 - 100 Watt Duplexer with Duplexer Cable Kit	$1310.00
8.	HAD 4008 Antenna with Cable	$19.20
9.	RMN5127 - Impress Keypad Microphone For XPR 5550E Base Unit	$189.00
10.	AAM28JQN9WAIAN - Motorola Base Unit 25 Watts XPR 5550E GOB BT/WiFi - Capable with Color Display and Power Supply	$975.00

Delivery (ARO): To Be Determined

Additional Requested Pricing

Installation fee for two-way mobile radios in buses	$125.00 per Radio
Programming fee for encoder	No Charge

Removal of existing, older radios	$50.00
Manufacturer's discount for accessories, parts, batteries, etc.	20%
Balance of line discount for equipment – not listed above	20%
AAM28JQN9WA1AN - Motorola base unit 25 watts X{R 5550E with color display and power supply	$799.00 Each
RMN5127 - Impress keypad microphone for XZPR 5550E base unit	$139.00 Each
Installation labor rate (Straight Time) during normal business hours, Monday-Friday 7:00 am to 4:00 pm	$90.00 per Hour
Installation labor rate (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$120.00 per Hour
Programming labor rates (Straight Time) During normal business hours, Monday-Friday 7:00 am to 4:00 pm	$120.00 per Hour
Programming labor rates (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$180.00 per Hour
Minimum shop charge for initial service/check-out *	$60.00
Time & material repairs/adjustments plus parts	$120.00 per Hour

* Note: If the option is NOT to repair the unit, the minimum shop charge fee must be refundable in the event a decision is to purchase anew radio in place of authorizing repairs

Warranty Information: Motorola includes a 5-year warranty on the following radios as a standard option: XPR5350e, XPR7550e, SLR5700, XPR5550e services at local warranty shop.

Tri-Co Communications, Inc. (V-802)

Item	Description	Firm Unit Price
1.	AAM28JNC9KA1N- Motorola XPR5350 Digital mobile 1-25 watts VHF 135-174 MHz with power cable, mounting bracket, microphone and three years total warranty ***Only – No Substitutes***	$752.86
2.	AAM28JQC9KA1N – Motorola XPR5350 Digital mobile 25-45 watts VHF 136-174 MHz with power cable, mounting bracket, microphone and three year total warranty ***Only – No Substitutes***	$813.79
3.	AAH56JDC9KA1N – Motorola XPR7550E Digital portable with antenna, belt clip, IMPRESS battery/charging system and three year total warranty ***Only – No Substitutes***	$1,004.64
4.	AAM27JQR9JA7BN – Motorola SLR 5700 Digital Repeater 50 watts 136-174 MHz VHF ***Only – No Substitutes***	$2,874.44
5.	DSP1020MOVC5 P10 Series Amplifier, 136-174 MHz, 20-50 W Input, 100 Watt Output ***Only – No Substitutes***	$1,911.22
6.	CDQRDN9900 – DURACOMM 30 AMP Power Supply ***Only – No Substitutes***	$2227.89
7.	100 Watt Duplexer with Duplexer Cable Kit	$1,472.22

8.	HAD 4008 Antenna with Cable	$24.00
9.	Impress Keypad Microphone For XPR 5550E Base Unit	$155.00
10.	Motorola Base Unit 25 Watts XPR 5550E with Color Display and Power Supply	$1,148.61

Delivery (ARO): 7-10 Calendar Days

Additional Requested Pricing

Installation fee for two-way mobile radios in buses	$125.00 per Radio
Programming fee for encoder	$15.00 per Radio
Removal of existing, older radios	$25.00 per Radio
Manufacturer's discount for accessories, parts, batteries, etc.	15%
Balance of line discount for equipment – not listed above	15%
Motorola base unit 25 watts X{R 5550E with color display and power supply	$767.12 Each
Impress keypad microphone for XZPR 5550E base unit	$155.00 Each
Installation labor rate (Straight Time) during normal business hours, Monday-Friday 7:00 am to 4:00 pm	$125.00 per Hour
Installation labor rate (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$225.00 per Hour
Programming labor rates (Straight Time) During normal business hours, Monday-Friday 7:00 am to 4:00 pm	$125.00 per Hour
Programming labor rates (Overtime Rates) after 4:00 pm and before 7:00 am (if applicable)	$225.00 per Hour
Minimum shop charge for initial service/check-out *	$75.00
Time & material repairs/adjustments plus parts	$125.00 per Hour

* Note: If the option is NOT to repair the unit, the minimum shop charge fee must be refundable in the event a decision is to purchase anew radio in place of authorizing repairs

Pick up & delivery to sites of mobile radio repairs: YES
Additional Charge for Delivery Service: NO

Standard Equipment that comes with the Radios: If requested by customer, Portables include battery, belt clip, charger and antenna. Mobile includes bracket, antenna, cables upon request and microphone.

Agenda 23-1212
Motorola Mobile/Portable Radios Install & Repair Services

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: **General Funds District Wide Safety Supplies & Materials**

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	7900	510/590	9550	49500	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 194,900.00		$ 0.00		$ 131,484.41		$ 63,415.59		$ 63,415.59		$ 0.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ○

Prior Year Approved Budget: $ 182,500.00
Prior Year Actual Spent: $ 182,500.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 30. 23-1213 2/14/2023

Title and Board Action Requested
Award RFQ No. 0052-201-2203, Construction Manager Services for HVAC Replacement for Brooksville Elementary School, to JE Dunn Construction Company, for construction goods & services and authorize the purchase for $5,900,000.00 using ESSER III Funds.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board award RFQ No. 0052-201-2203, Construction Manager Services for HVAC Replacement for Brooksville Elementary School, to JE Dunn Construction Company, for construction goods & services and authorize the purchase for $5,900,000.00.

At this time, we request approval of the purchase of $59,000.00 in pre-construction services.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $59,000.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

HERNANDO COUNTY SCHOOL BOARD
FACILITIES AND CONSTRUCTION DEPARTMENT

RFQ # 0052-201-2203

REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER CONSULTING SERVICES

HVAC REPLACEMENT FOR BROOKSVILLE ELEMENTARY SCHOOL

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES
HVAC REPLACEMENT FOR BROOKSVILLE ELEMENTARY SCHOOL

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APPENDICES:

Appendix A1: **Public Entity Crimes Acknowledgement**
(To be completed by Respondent and included in submittal package)

Appendix A2: **Evaluation Score Sheet**
(To be completed by Professional Service Advisory Committee members)

Appendix A3: **Final Ranking Matrix**
(To be completed by Professional Service Advisory Committee)

Appendix B: **Standard Form of Agreement between Owner and Construction Manager as Constructor (Sample), General Conditions of the Agreement and Standard Addendum to Agreements**

Appendix C: **Insurance Requirements**

Appendix D: **Mechanical Equipment Assessment**

REQUEST FOR QUALIFICATIONS

NAME: Request for Qualifications for Construction Manager Consulting Services
HVAC Replacement for Brooksville Elementary School

NUMBER: 0052-201-2203

HERNANDO COUNTY SCHOOL BOARD
Facilities & Construction Department
8016 Mobley Road
Brooksville, Florida 34601

ESTIMATED CONSTRUCTION COST: $5,900,000

The Hernando County School Board ("HCSB"), Brooksville, Florida, hereby invites qualified firms to submit a letter of interest and supporting documentation for **CONSTRUCTION MANAGER CONSULTING SERVICES FOR HVAC REPLACEMENT FOR BROOKSVILLE ELEMENTARY SCHOOL.**

Submittals must be received before **2:00 PM on Tuesday, November 29th, 2022** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050).

Submittal Requirements and information related to this RFQ is available on the Public Purchase website, including any supplemental documents or addenda. Interested respondents are **required** to register, free of charge, by visiting: www.publicpurchase.com.

Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES HVAC REPLACEMENT FOR BROOKSVILLE ELEMENTARY SCHOOL.

I. GENERAL INFORMATION

A. DESCRIPTION

Hernando County School Board (HCSB) seeks proposals for Construction Manager Services for HVAC Replacement for Brooksville Elementary School. Florida Statute 287.055, (the "Consultant's Competitive Negotiations Act" (CCNA)) prescribes methods by which professional services of architects, engineers, land surveyors, and construction managers must be procured. Described herein is a process whereby the public interest is advanced by the identification and selection of the best-qualified professional consultants.

The project shall comply with all rules and regulations established by the State of Florida including but not limited to the Florida Building Code, State Requirements for Educational Facilities, the Jessica Lunsford Act and Hernando County School Board Policy.

The Hernando County School Board intends to select a qualified Construction Management entity who will manage and construct the project as described in this RFQ and as governed by AIA Document A133-2019. Terms of the AIA A133-2019 will be negotiated in accordance with Florida Statute 287.055. The process for the selection of the firm is described herein.

This project is funded by an ESSER III Federal grant and must comply with all requirements of said grant which include completion of the project and full funds disbursement by September of 2024.

Selection and award of this project will be based on qualifications as described in this RFQ document. The HCSB intends to identify, based on the initial submittals, a ranked list of no fewer than three (3) firms as part of the competitive selection process. The three (3) highest ranked firms will be asked to participate in a session of face to face interviews. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews and ranked accordingly. After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful the District will negotiate in turn in accordance with Florida Statute 287.055.

Vendors, contractors, consultants or their representatives shall not communicate with School Board members, the Superintendent of Schools, or School District staff, other than the designated contact for this RFQ, about this solicitation. Such communication is prohibited until the School Board has awarded the Contract. Any such communication shall eliminate the vendor, contractor or consultant from consideration for award.

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2000 awarded by the district and sub grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

B. SCHEDULE FOR THE RFQ PROCESS

Advertisement	10/17/22-11/7/22
Mandatory Site Visit	**11/08/2022, 10:00 AM**
Final Date for Respondent Questions	11/10/2022
Due Date for HCSB Response to Questions	11/15/2022
Submittals Due (Step 1) & PSAC Meeting	**11/29/2022, 2:00 PM**
Rankings Announced	12/8/2022
Interviews(Step 2)	**12/12/2022 – 12/15/2022**
Selection Announced(on or before)	01/05/2023
Award of Agreement	**02/14/2023 (Pending)**

The above schedule is tentative. Information related to this RFQ, including revisions, will be distributed via Hernando County School District's Public Purchase website.

Respondents are required to register on www.PublicPurchase.com to receive information related to this RFQ.

Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.

C. MINIMUM QUALIFICATIONS

SUMBITTALS THAT DO NOT CONTAIN DOCUMENTED PROOF OF THE REQUIRED MINIMUM QUALIFICATIONS WILL BE REJECTED

1. Qualified respondents shall have provided **Construction-Management-at-Risk** Contracting services within the last five (5) years for **at least three K-12 educational projects each exceeding $4,000,000** (construction costs), utilizing the expertise present in the Office where the work of this project will be performed. *****ATTENTION*** A Contractor's Qualification Statement (either on AIA Form A305 or a substantially similar form) MUST be included in submittal package. Failure to include a Contractor's Qualification Statement showing the above three (3) projects, as described, will result in disqualification of the proposer.**

2. Qualified respondents shall have a **bonding capacity of no less than the Guaranteed Maximum Price** for this project coincidentally with current and anticipated workloads. *****ATTENTION*** A letter from a surety affirming the respondent's bonding capacity MUST be included in submittal package.** Should a Construction Manager fail to provide bonding for the project assigned under this RFQ, the District will proceed to negotiate with the next most qualified Construction Manager.

3. Qualified respondents shall not have been placed on the convicted vendor list or otherwise disqualified from the public contracting and purchasing process for a public entity crime. *****ATTENTION***** A **Public Entity Crimes Acknowledgement form (Appendix A1 of this solicitation) MUST be completed and included in the submittal package.**

4. Financials shall be submitted in accordance with II (D). The Director of Facilities and Construction or his designee will review this confidential material and determine eligibility in accordance with Section II (D).

5. **Attendance at the MANDATORY Site Visit.** A MANDATORY site visit will be held on November 8th at 10:00 AM convening at the front office of Brooksville Elementary School located at 885 North Broad Street, Brooksville, FL 34601. An authorized representative of the responding firm must attend this meeting and it is the firm's responsibility to assure the representative signs the official sign in sheet held by the HCSD employee conducting this meeting. **Failure to attend this meeting will result in the respondent's submittal being rejected.**

D. SCOPE OF SERVICES

The scope of services will include (including but not limited to): pre-construction services, preliminary estimates of cost, guaranteed maximum price, contract administration, construction and other services indicated to be performed by the Construction Manager in AIA Document A133-2019, this RFQ and any other addendums. Construction Manager may also be required to participate in the District's Owner Direct Purchase (ODP) process.

The final scope of the project will be jointly determined during the Pre-Construction phase by the Owner, Architect and CM, per AIA Document A133-2019. It is anticipated the design will address issues found in the attached Equipment Assessment (Appendix D)**.** The scope of work includes: chiller replacement, air handler & fan coil unit replacement, exhaust fan replacement, potential replacement of ductwork, ceilings and interior lighting on building by building basis. Chilled water piping will be assessed during design. Assessment of existing conditions can be found in Appendix D. The Hernando County School District reserves the right to change scope as needed based on budget or other needs as determined by the District.

E. SELECTION PROCESS

1. The selection of the Construction Management firm will be conducted in accordance with the Florida Statutes, 287.055, as follows:

    a. Prequalification Submittal: Submittals will be distributed to a Jury Panel (Professional Service Advisory Committee or PSAC) for review and evaluation, and will be scored in accordance with the evaluation criteria provided herein. Submittals will be screened for minimum qualifications and scored. The scores from the review shall be used to identify a ranked list identifying the three (3) highest qualified firms.

    b. At the direction of the PSAC Committee, these three (3) firms will be asked to participate in a round of face-to-face interviews. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews and ranked accordingly. After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful the District will negotiate in turn in accordance with Florida Statute 287.055

2. Results of the selection process will be posted to www.PublicPurchase.com . Failure to file a protest within the time prescribed in Section 120.57(3) F.S. will constitute a waiver of the proceedings under Chapter 120, F.S.

3. The recommendation of the Jury Panel/PSAC is advisory only and shall be submitted to the Superintendent of Schools for review and recommendation for action to the School Board of Hernando County, Florida.

II. PREQUALIFICATION SUBMITTAL REQUIREMENTS

A. INFORMATION

1. Delivery of Submittals:

Due Date & Time:	**Tuesday, November 29th, 2:00 PM.** Note**:** It is the Respondent's responsibility to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline. **Late submittals will be rejected.**
Copies:	**Three (3) bound hard copies and one (1) .pdf copy on portable media**

Mark Package: **RFQ # 0052-201-2203**
DO NOT OPEN - SEALED SUBMITTAL

Construction Manager Consulting Services, HVAC Replacement Brooksville Elementary School

Deliver to: Facilities & Construction Department
School District of Hernando County
8016 Mobley Rd, Brooksville, FL 34601
Attention: Brian Ragan

Contact: **Brian Ragan, Director of Facilities and Construction**
Hernando County School District
Ragan_b@hcsb.k12.fl.us
(352) 797-7050

2. Changes and Clarifications:

   Changes to this RFQ will be issued by addenda. Addenda will be distributed via www.PublicPurchase.com .

   It is the Respondent's responsibility to log in and check for updated information.

3. Conditions associated with the Prequalification Submittal:

   a. All submittals shall become the property of HCSB and will not be returned. HCSB reserves the right to use any or all ideas presented in any response to this RFQ. Selection or rejection of a Respondent's proposal does not affect this right.

   b. Late submittals will not be evaluated.

   c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined by 812.081(1) (c) and financial statements are exempt from disclosure as described in 119.071(1) (c) F.S. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.

   d. HCSB reserves the right to reject any or all submittals if deemed unresponsive to this RFQ or for failure to disclose requested information.

   e. HCSB shall not be liable for costs incurred by Respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.

   f. By responding to this RFQ, the Respondents acknowledge that they have carefully reviewed the entire RFQ, including all appendices and addenda, **and furthermore specifically agree that the AIA Standard Form of Agreement between Owner and Construction Manager as Constructor (Document A133-2019) and the associated General Conditions are expressly acceptable without reservation**. Respondent agrees that a condition of award is to provide insurance as required in Appendix C. Respondent will provide proof of said insurance to be submitted to the Board with AIA Document A133-2019.

   g. HCSB reserves the right, without invalidating the Respondent's submittal, to request clarification of the information provided.

B. SUBMITTAL FORMAT

Submittals must comply with the following requirements. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.

2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities & Construction Department. The Letter of Interest is to include the legal name of the proposing firm, mailing address, contact name, email address and phone number.

3. Submittals shall be prepared simply and economically, providing a straightforward, **concise** description of the Respondent's capabilities to satisfy the requirements of this RFQ. Respondents are asked to concentrate on accuracy, completeness, and clarity of content.

4. Submittals are to be 8 ½" x 11", permanently bound, with minimum font size 11 point. Fold out pages may be included for charts, graphs and diagrams, but not for text. Fold out pages may be no larger than 11" x 17" and must fold entirely within the section. Submittal is to be no more than 25 double-sided pages permanently bound with spiral or plastic binder. This page count excludes cover pages, Letter of Interest, tab pages, Contractor Qualification Statement, Bonding Capacity letter and Financials (Submitted under separate cover).

5. Submittals are to be formatted and tabbed in the exact format and numeric sequence stated herein. Each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the package**. Information which is not readily found in its designated section may be assumed to have been omitted.**

6. Specific information upon which the submittal will be judged as follows. Response to all items shall be complete.

C. PRE-QUALIFICATION SUBMITTAL EVALUATION CRITERIA

It is the intent of HCSB to select firms with prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ. The following must be submitted, in order by Tab, and are elements that will be used to evaluate each Respondent's qualifications. **The primary focus of the Prequalification Submittal evaluation will be the Construction Management Firm's capabilities.**

1. COVER LETTER AND DOCUMENTED PROOF OF MINIMUM QUALIFICAITONS (see Section I, part C above.)

2. FIRMS RESUME

Describe the composition and management structure of the Construction Management Firm. Provide a description and graphic organizational chart complete with working titles identifying the lines of authority and responsibility.

Describe the qualifications and relevant experience of the lead Construction Project Manager, and Construction Superintendent including demonstrated experience working on K-12 or Technical Educational projects of similar scope, complexity, and delivery method.

Identify the following team members:
- Principal in Charge of the Project
- Project Manager(s)
- Site Superintendent(s)
- Estimator
- Other Key Personnel

Provide a summary for each proposed team member, to include the following information:
- Location of the Office where the individual will perform duties related to this project.
- Length of employment by this firm.
- Years of experience at the **same level of responsibility** as proposed for this type project.
- Unique abilities and expertise that the individual brings to the team.

Length of experience with the other members of the project team.

The Firm's direct project experience is to be differentiated from individual staff experience gained while in the employ of other firms. Clearly denote which projects were completed by the Firm and which were not.

Describe specific construction tasks that the Team has the ability and qualifications to self-perform using in-house staff and labor force (Craft Labor Capabilities).

3. FIRM'S CURRENT WORKLOAD & CAPACITY

Explain past current and projected workload. Provide a list of active projects, anticipated completion dates, project size and type.

Indicate any past or planned future significant changes to staffing levels

Indicate trades that are sub-contracted and those that are self-performed. List the approximate percentage of work performed "in-house". Describe the process by which your Firm selects qualified sub-Construction Managers and manages them effectively on complex multi-phased projects.

4. MBWE PARTICIPATION & LOCAL WORKFORCE

Provide copies of Certifications as a minority business enterprise by any local governmental jurisdiction or organization, as described in Chapter 287.0943 F.S., if applicable.

Describe how your Firm will maximize the Florida construction work force on this project.
Provide your Firm's safety record over the last ten years.

Describe your Firm's efforts to retain and support employees. Indicate any key personnel or team members who are residents of Hernando County. If the business is based out of Hernando County or has physical offices in the county, indicate the addresses of such establishments.

5. CONSTRUCTION MANAGEMENT APPROACH

Describe the processes and/or methods you employ for the following tasks:

Pre-Construction Services
Design Review and Preliminary Cost Estimate
Project Scheduling
Managing Construction Cost within the budget
Construction Contract Management and Accounting
Quality Control during construction
Contract Closeout

Describe your ability to offer the following services, on a proactive and ongoing basis throughout design:

Conceptual estimating
Value analysis
Alternative solutions
Scope reduction that maintains quality and function
Cost/benefit analysis

Claims and Litigation History of the Team

Provide details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, except for claims with a final value or potential value of less than $25,000.

Notwithstanding the foregoing, Respondents shall disclose all litigation, arbitration or other claims, of any amount, asserted by a public entity. Indicate for each such case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award for or against the Respondent.

Describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, of filed against your organization.

Respondents may include firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., to demonstrate why this management team is *uniquely* qualified for this project.

6. FEATURED PROJECTS

List three (3) K-12 Educational Facilities projects for which your firm has provided or is currently providing Construction Management Consulting Services for projects no less than $4,000,000. In no case shall fewer than three (3) K-12 Educational Facilities projects be submitted. Firms submitting fewer than three (3) K-12 Educational Facilities projects will be deemed nonresponsive and their submittal will be rejected. In determining which projects are most closely related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most closely related project listed first. Respondents are to state clearly that the Construction Management firm completed each project as the Prime Contractor. **Projects for which the Respondent worked in the capacity of a subcontractor are not relevant and are not to be listed**. Other projects may be submitted in addition to the requested three (3) required projects. **Additional** projects should relate to this RFQ and may include non-educational HVAC projects.

For each of the listed projects, provide the following information:

1. Name and location of the project.
2. Project's Owner's Representative name, address and phone number. Include any letters of reference or commendations.
3. The name, address and telephone number of the project architect.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value or cost.
8. Indicate the number of change orders on the project and include the following detail;

a. Change order increase/decrease amount
b. Reason for change order (owner driven / error or omission, or other)

9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - new construction, addition, remodeling, renovation, re-use.
12. Work those respondents staff was responsible for.
13. Present project status - percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this project.

D. FINANCIALS:

To be delivered under separate cover and marked "Confidential" one financial statement which includes balance sheet, income statement, cash flow statement and notes to financial statements. Financials should be as of the end of calendar year 2020, or the most current fiscal year available, for the firm which signs the

RFQ document. Compiled or reviewed financial statements that are prepared by an independent CPA firm will be an acceptable alternative for the smaller Construction Management firms that do not regularly have audited statements prepared **(IF compiled or reviewed financial statements are submitted, please include a letter from the independent accounting firm confirming that they have provided appropriate compilation and/or review)**. The District will evaluate financial measures such as current position, equity position, operating results, etc., to determine eligibility in the RFQ process. Determination will be made on a ""qualified/not qualified" basis at the sole opinion of the Director of Facilities and Construction. Points will not be awarded. Those proposers who are determined to be not qualified will be eliminated from further consideration. The District reserves the right to request further clarification regarding a proposer's ability to perform the work before a final determination is made. **In order to be considered to move forward all Financials MUST be received in the Department of Facilities and Construction, 8016 Mobley Rd., Brooksville, FL 34601 no later than the submission date for the Pre-Qualification Submittal.** The District will in no way be liable for any financials not received in time.

IV. CONSTRUCTION MANAGER AGREEMENT

A. Form of the Construction Manager Agreement: Carefully review the Sample Agreement and General Conditions of the Agreement (Appendix B) before submitting a response to this RFQ. Any questions regarding the Agreement and associated General Conditions must be communicated via www.PublicPurchase.com prior to the due date for questions as noted in Section I.B.

B. The Construction Manager Agreement will be a bonded Guaranteed Maximum Price Contract to encompass all management and construction work. Some allowances may be included as line items.

C. HCSB reserves the right to make non-material changes to the appended Sample Agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.

D. Any products, systems, methods, and procedures developed as a result of this Agreement shall remain the exclusive property of the Hernando County School Board.

END OF SECTION

APPENDIX A1

HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES
PUBLIC ENTITY CRIMES ACKNOWLEDGEMENT

The PROPOSER hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

> *"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."*

FOR _____
(Legal Name of Business)

BY: _____
(Typed/Printed Name and Title of Officer or Authorized Agent)

Signed: _____

APPENDIX A2

EVALUATION SCORESHEET

RFQ # 0052-201-2203

PROJECT NAME: CM at Risk Services HVAC Replacement for Brooksville Elementary School

APPLICANT NAME:_____

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Firm's Resume	Demonstrated capabilities of the applicant, with consideration also given to organizational structure, credentials of senior/professional staff and experience of the organization/staff. • The submitted materials should establish the staffs' range of capabilities, areas of expertise, etc. • The applicant's organizational structure, management methods, distinguishing characteristics, financial condition, etc., could be indicated. • The staffs' familiarity with K-12 Educational projects should be indicated. Example Consideration: *"To what extent does the applicant possess the organizational wherewithal to execute continuing service type projects?"*	25 points	○	○	○	○	○	○
Firm's Current Workload & Capacity	An evaluation of the applicant's capacity to undertake additional work, in light of its current workload. • The submitted materials should indicate the applicant's historical workload, the current workload, and the workload projected during the time period of the contract. • Past or future changes in staffing levels should be indicated. • Allocation of duties among staff and subcontractors should be indicated. Example Consideration: *"To what extent does the applicant possess the financial and personnel resources to execute continuing service type projects?"*	20 points	○	○	○	○	○	○
M/WBE & Local Workforce Participation	Whether the applicant is a certified minority/woman owned business enterprise. Whether the applicant has demonstrated a commitment to increasing the successful participation of certified minority and women owned businesses. Whether the applicant is a local business or employees are residents of Hernando County. Does the applicant encourage the use of Florida construction workforce? • A clear demonstration of a commitment to diversity by prospective consultants seeking business with the District is expected. • The District seeks to encourage participation by local vendors and Florida based construction workforce. Example Consideration: *"To what extent will the applicant further the Board's commitment to increasing opportunities for small, disadvantaged, minority, and women owned businesses, as well as local vendors?"*	10 points	○	○	○	○	○	○



TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Construction Management Approach	Applicant's ability and methods to manage the project from pre-construction through contract closeout • The submitted materials should indicate the applicant's ability to perform pre-construction services, budgeting, cost analysis, contract management, quality control and other tasks related to this project. • Past or current litigation or liquidated damages claims against the applicant should be listed with consideration given to the applicant's explanation of these circumstances. Example Consideration: *"Does this applicant have procedures, staff and methods in place to successfully execute all aspects of this project from the initial budgeting to the end of the warranty period?"*	20 points	○	○	○	○	○	○
Featured Projects	Applicant and staff's prior performance on educational facilities projects, including ability to meet project schedule and budget. Consideration will be given to more recent projects and projects of similar dollar volume and scope in establishing the applicant's record of successfully completing continuing service projects. • The submitted materials should establish the applicant's record of successfully completing projects of similar scope and complexity. • Experience with public educational or technical facilities should be indicated. Example Consideration: *"To what extent does the applicant have verifiable, successful, recent experience on comparable projects?"*	25 points	○	○	○	○	○	○

APPENDIX A3
HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES
FINAL RANKING MATRIX

FIRM	QUALIFICATIONS[1]						AVERAGE QUALS[2]	QUALS SCORE[3]	RANK[6]
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6			

SAMPLE ONLY. COLUMNS MAY VARY BASED ON ACTUAL NUMBER OF PSAC MEMBERS

APPENDIX B

CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (Sample Attached)

AIA DOCUMENT A133-2019 "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus Fee with a Guaranteed Maximum Price"

THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (INCORPORATED BY REFERENCE)

AIA DOCUMENT 201 CURRENT EDITION PER ARTICLE 1.3 OF AIA DOCUMENT A133

HERNANDO COUNTY SCHOOL DISTRICT STANDARD ADDENDUM TO AGREEMENTS (ATTACHED)

STANDARD ADDENDUM TO AGREEMENTS WITH
THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

WHEREAS, the undersigned parties have entered into an Agreement or Contract (hereinafter Agreement); and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the parties acknowledge the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the parties desire to make these standard terms part of their Agreement by executing this Addendum.

IT IS THEREFORE AGREED BY THE PARTIES to amend their Agreement as follows:

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

E. By signing below, the contractor and subcontractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties

19. **Mandatory Public Records Language for All District/School Service Contracts**. **Public records compliance.** In addition to other contract requirements provided by School Board Policy or State law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

A. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board 's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, jordan_k@hcsb.k12.fl.us **or (352) 797-7009.**

Contractor:

_____
Printed Name: _____
Title: _____
Date: _____

Hernando County School Board:

_____
Printed Name: _____
Title: _____
Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

APPENDIX C

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
    a. General Aggregate $2,000,000
    b. Products – Completed Operations Aggregate $2,000,000
    c. Each Occurrence $1,000,000
    d. Personal Injury $1,000,000

2. The following coverages shall be included in the CGL:
    a. Per project general aggregate (CG 25 03 or similar)
    b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
    c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
    d. A waiver of Subrogation in favor of all Additional Insured parties.
    e. Personal Injury Liability
    f. Contractual Liability coverage to support indemnification obligation per Article 53.I
    g. Explosion, collapse and underground (xcu)

3. The following exclusionary endorsements are prohibited in the CGL policy:
    a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    c. If applicable to the Work to be performed: Residential or multi-family
    d. If applicable to the Work to be performed: Exterior insulation finish systems
    e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
    a. Combined Single Limit (each accident): $1,000,000

    b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding $10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

    a. Each occurrence $5,000,000
    b. Aggregate $5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

    a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
    b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).

c. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
    a. Pollution Liability policy must include contractual liability coverage.
    b. Hernando County School Board must be included as additional insureds on the policy.
    c. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor

shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;

4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:

    a. Before commencing the Work on any individual project having a Contract Sum of $200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
        i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
        ii. The project number assigned by the Owner
        iii. The bond number assigned by the surety
        iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement

    b. The amount of the bond shall equal the full amount of the Contract Sum.

    c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

    d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

    e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

APPENDIX D
MECHANICAL ASSESSMENT



BROOKSVILLE ELEMENTARY SCHOOL

Brooksville Elementary School

Existing Conditions Assessment

Affiliated Engineers

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***Appendix 1*: CxAlloy Conditions Assessment Field Report**

***Appendix 2*: ASHRAE Equipment Life Expectancy (ELE) Chart**

Executive Summary

Based on the Existing Conditions Assessment (ECA) conducted at Brooksville Elementary School (BES) by Affiliated Engineers, Inc. (AEI), the condensed ECA findings relevant to the Mechanical systems assessed are as follows:

It was observed, during our visits, that the majority of the systems within BES are from 1999. This is outside of the recommended service life for all of the types of equipment found. All systems that are from 1999 or are outside of their service life have been recommended for replacement. Replacing equipment that is outside of its service life is recommended because it is likely that the equipment is no longer operating efficiently and is not going to be reliable in function. There was a significant amount of equipment that was manufactured in 2017. This was primarily in Building 8. Replacement was not recommended for this equipment.

Some considerations should be made about the general infrastructure supporting the systems, particularly those that should be replaced. There may be some opportunities to reuse supporting infrastructure within the building such as ductwork, insulation, and piping.

Introduction

In the pursuit of valuable and meaningful resiliency and maintainability data, the Affiliated Engineers, Inc (AEI) team was asked to conduct a thorough ECA for Brooksville Elementary School. An on-site assessment of the facility's Mechanical systems was deemed necessary to attempt to determine what equipment needs to be replaced in the anticipated HVAC upgrades and what cost saving measures could be taken within the project. The owner had noted that they wanted to prioritize system reliability and ease of operation and maintenance in the changes that are to be made for this school. To best accomplish this effort, and to arrive at valuable reporting and direction, the following Assessment Scope was established:

Assessment Scope

1. **On a per-building basis, sample and visually inspect and document accessible HVAC equipment, indicative of the other similar types of equipment within that building.**
2. **Using collected data, compare estimated service life to the equipment's age.**
3. **Compile report for each building detailing the current equipment status and recommendations.**
4. **Offer web-based report to the owner for reference over the course of the project.**

Equipment to be Assessed

1. **Building 1**
    - **a. RTU-A1**
2. **Building 2**
    - **a. 6 Greenheck Exhaust Fans**
    - **b. One additional exhaust fan**
    - **c. One FCU sampled from a classroom**
3. **Building 3**
    - **a. One exhaust fan**
    - **b. Chiller Plant including chillers, primary, and secondary pumps**
    - **c. One mini split AC unit**
    - **d. One FCU sampled from a classroom**
4. **Building 4**
    - **a. One FCU sampled from a classroom**
5. **Building 5**
    - **a. AH-1**
    - **b. OAU-1**
    - **c. CU-1 and CU-E1 (condensing units)**

- **d. One exhaust fan**

6. **Building 6**
   - **a. One split AC system**
7. **Building 7**
   - **a. 1 LG mini split**
   - **b. 2 Quietside mini splits**
   - **c. AH-2**
   - **d. OAU-G1**
8. **Building 8**
   - **a. RTU-H**
   - **b. Three kitchen exhaust fans**
   - **c. AHU-H1**
   - **d. One condensing unit**
   - **e. One exhaust fan**
   - **f. RTU without visible nametag**
   - **g. One kitchen fan**
9. **Portables**
   - **a. The AC system was examined for each portable classroom**

Limitations

Equipment conditions and recommendations made and presented in this report were all based on walk- through, non-disruptive observations of the areas of the building which were readily accessible during our visual review. Drawings were not provided prior to visiting the campus so equipment was observed as presented to us by BES staff. A return trip was made to capture some equipment that had been missed, due to student occupancy during initial visit. Much of the equipment throughout the campus is not labeled, so determining the exact name of the equipment had to be derived from drawings received after the visit, and memory of equipment location. Some equipment, such as FCUs, had to be sampled since access to classrooms was limited while classes were in session. For sampled FCUs, one FCU was chosen per building to examine. While much of the assessed equipment was operational at the time of the FCA visit, functional performance was not demonstrated to, or tested by, AEI.

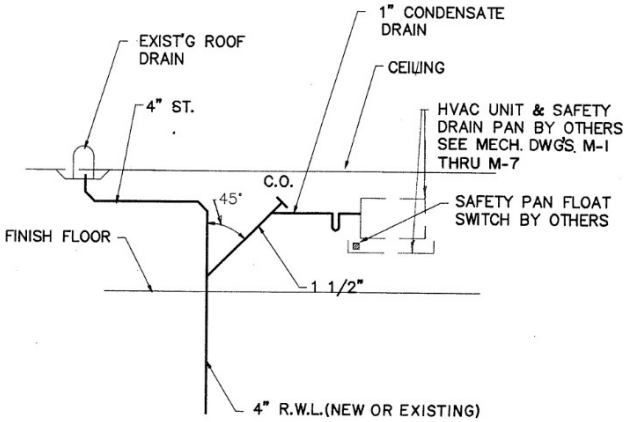
Mechanical Systems Summary

This Mechanical Systems Summary recaps detailed content from the CxAlloy Field Report (*Appendix 3*) assembled for each of the buildings, consisting of data collected during the FCA. Photos of the equipment, nameplates, and images depicting any relevant recommendations were captured during the walk through and used to assemble the report. Based on the observed condition of the mechanical equipment assessed, the assessor applied a recommendation to replace or keep the piece of equipment. The provided drawings and available data plates informed the *Age* of the mechanical equipment. Each type of equipment was researched against the ASHRAE ELE Chart to determine its *Estimated Service Life* (ESL). The equipment *Age* was then subtracted from the *ESL* to determine the *Remaining Service Life* (RSL).

General Recommendations:

There are some opportunities to save money on the project by reusing existing infrastructure such as roof penetrations, ductwork, and piping. Our recommendations are to reuse as much existing infrastructure as possible provided that it is in adequate condition and that it is compatible with the new design. It is recommended to replace all flex ducting as it has a shorter lifespan. For all metal ductwork we recommend conducting a pressure test and repairing or replacing ductwork as found necessary from the test. All insulation on ductwork and piping should be repaired or replaced to ensure proper system efficiency. An assessment of the building envelope is also recommended, as envelope integrity issues were observed during our visits.

Based on the work order history provided, and particularly a work order brought up in 2018, it seems that there is an ongoing issue of the sewage backing up into the condensate drains whenever it rains. When the water backs up, it is enough to cause leaking out of the condensate pans and also frequently trips off the FCU float switches. Drawings from 1991 indicate that some of the HVAC condensate is drained into the rainwater leader (see image below). It is unclear if a plan was ever implemented to resolve this. We recommend a further investigation into this problem. Consider making changes to the condensate drainage system to prevent this issue from occurring. We also recommend monitoring the float switch status from the BAS so that the maintenance staff can be alerted of a tripped unit ASAP to avoid occupant discomfort and water damage from an overflowing condensate pan.



CONDENSATE DRAIN TO RAIN WATER LEADER
NTS

For all units that are being replaced, we recommend installing new electrical disconnects and new controls hardware. Since new units will likely have more advanced controls and BAS monitoring, it is recommended to update the controls for all equipment that is to remain to be at the same level as the new equipment. This will likely involve replacement or addition of sensors and providing new motor starters for any exhaust fans that are to remain.

Mechanical Recommendations and RSL

Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 1						
RTU-A1	Replace	Tags too faded to read, peripheral components are damaged (start button, valve handles). Unit labeled H1 but based on building plans it looks like it is actually A1	1999	23	15	-8
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 2						
EF-B1-1	Replace	Some corrosion. Unit was not running	1999	23	20	-3
EF-B1-2	Replace	Some corrosion. Unit was not running	1999	23	20	-3
EF-B1-3	Replace	Some corrosion. Unit was not running	1999	23	20	-3
EF-B1-5	Replace	Some corrosion. Unit was not running	1999	23	20	-3
EF	Replace	Some corrosion. Unit was not running. No serial number on unit to determine exact age. Based on available drawings unit was installed before 1991 but exact date unknown.	Pre-1991	31	20	-11
EF-B1-4	Replace	Some corrosion. Unit was not running	1999	23	20	-3
EF-B2	Replace	Some corrosion. Unit was not running	1999	23	20	-3
FCU-B1-8	Replace	Beyond ESL, signs of water damage	1999	23	20	-3
FCU-B1-18	Replace	Beyond ESL	1999	23	20	-3
FCU-B1-23	Replace	Beyond ESL, missing controls cover	1999	23	20	-3

Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 3						
Chiller 2	Replace	Old, rust, growing plants, system in alarm	2007	15	15-20	0-5
Chiller 1	Replace	Old, rust, growing plants, system in alarm	2007	15	15-20	0-5
EF-C1	Replace	Some corrosion. Unit was not running (interlocked with kiln)	1999	23	20	-3
Mini Split	Replace	Slight rusting on fan cover, some cracking	2006	16	10	-6
P-7	Replace	Lots of rust, water pooled around bottom	1999	23	20	-3
P-8	Replace	Lots of rust, water pooled around bottom.	1999	23	20	-3
P-2	Replace	Lots of rust, insulation crumbled off, water around unit	1999	23	20	-3
P-3	Replace	Lots of rust, cover is missing, insulation crumbled off, water around unit	1999	23	20	-3
P-4	Replace	Lots of rust, insulation crumbled off, water around unit	1999	23	20	-3
OAU-C1-1	Replace	Beyond ESL, damaged CHW insulation	1999	23	20	-3
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 4						
FCU-D1-3	Replace	Filter dirty, beyond service life	1999	23	20	-3
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 5						
AH-1	Replace	Air leakage around ducts in mechanical space, controls devices without covers	1991	31	15	-16
OAU-E1	Replace	Lots of corrosion, fan is original	1999	23	15	-8
CU-1	Do not replace	Good condition	2009	13	20	7

CU-E1	Replace	Beyond service life.	1999	23	20	-3
EF-E1	Do not replace	Better condition than the older units. Minimal signs of aging. Age is based on work orders.	2013	9	20	11
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 6						
Condensing Unit	Replace	Rust, green algae on unit	2003	19	15	-4
AHU	Replace	Rusted, beyond service life	2003	19	15	-4
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 7						
Mini Split	Replace	Serving IDF room, replacement recommended to ensure reliability. Based on work orders it appears the unit was installed prior to 2012.	2012	10	10	0
Mini split CC	Do not use if new HVAC is sized appropriately	May not be needed if new HVAC is sized correctly	2014	8	10	2
Mini split CC	Do not use if new HVAC is sized appropriately	May not be needed if new HVAC is sized correctly	2014	8	10	2
Mini split CE	Do not use if new HVAC is sized appropriately	May not be needed if new HVAC is sized correctly	2014	8	10	2
Mini split CE	Do not use if new HVAC is sized appropriately	May not be needed if new HVAC is sized correctly	2014	8	10	2
AH-2	Replace	Does not sufficiently cool the space, additional mini splits had to be added	1991	31	15	-16

OAU-G1	Replace	Does not sufficiently cool the space, additional mini splits had to be added	1999	23	15	-8
Asset	Recommended Action	Condition	Mfg Year	Age	ESL	RSL
Building 8						
KEF-1	Do not replace	Good condition	2017	5	20	15
KEF-2	Do not replace	Good condition	2017	5	20	15
EF No 1	Replace	Old, rust on unit, unit may have been replaced between 1971 and 1991 drawings but matches 1971 design description	1971?	51?	20	-31
Mini Split CC	Do not replace	Good condition	2015	7	10	3
Mini Split CE	Do not replace	Good condition	2015	7	10	3
Mini Split CE	Do not replace	Good Condition	2015	7	10	3
RTU-H	Do not replace	Good condition	2017	5	15	10
AHU-H1	Replace	Beyond service life. Fan is original.	1999	23	15	-8
Condensing Unit	Replace	Rust on top of unit, insulation falling off, disconnect old	1999	23	20	-3
EF-H1	Replace	Rust on top of unit and fasteners	1999	23	20	-3
RTU	Do not replace	Good condition	2017	5	15	10
KSF-1	Do not replace	Good condition	2017	5	20	15

Appendix 1

Field Report content begins on the next page.

Field Observations

9 Field Observations sorted by **reference number**



Affiliated Engineers Commissioning Practice | Hernando County/ Brooksville Elementary - Cx | 23063-00

FIELD OBSERVATION

No. 1

Affiliated Engineers Commissioning Practice|Hernando County/
Brooksville Elementary - Cx | 23063-00

Building 1 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 1
Type Commissioning

Comments 2

Above Building 1 there are two connected Trane AHUs. A nametag was found on one indicating it as RTU-H1 but based on drawings it appears it is actually AHU-A1 and has been mislabeled over time. All of the data plates were significantly faded and illegible, so the nameplate information has been taken from School Dude. It was found that this unit is from 1999. The unit is outside of its expected service life and should be replaced.

The insulation and supports to the chilled water piping to this unit looks newer than the units themselves indicating that the piping inside may be newer, although a valve handle was found broken so there should at least be some repairs made. The piping supports and condensate piping look like they could be reused provided that they are sufficient for the replacement solution chosen by the engineer. If it is determined that piping and any other relevant infrastructure is at the end of its estimated service life, it should also be replaced.

Nameplate Information:

Manufacturer: Trane, Model Number: TSCA003, Serial Number: K99E89028M

#1 Kelly Muller on **09/07/2022** at **10:26 AM**



20220906_144450 Offices.jpg



20220906_144531 Offices.jpg

No. 1



20220906_144636 Offices.jpg



20220906_144720 Offices.jpg

Additional recommendations:

Based on occupant feedback there are existing envelope integrity issues. We would recommend the repair or correction of these issues to ensure proper performance of new HVAC equipment. Consider coordinating roofing upgrades with mechanical equipment replacement.

#2 Kelly Muller on **09/15/2022** at **05:19 AM**

FIELD OBSERVATION

No. 2

Affiliated Engineers Commissioning Practice|Hernando County/
Brooksville Elementary - Cx | 23063-00

Building 2 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/6/2022
Weather Hot and Humid
Location Building 2
Type Commissioning

Comments 6

On the roof above Building 2, six Greenheck exhaust fans were found. The manufacture year for all six is 1999, making these fans 23 years old. The life expectancy of an exhaust fan is 20 years. Since these are beyond their life expectancy, we recommend replacing them. None of the exhaust fans were running at the time of the visit so it was unclear whether or not they were operational.

Nameplate info from North to South

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99E16346

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99E16351

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99E16350

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99E16352

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99E16345

Manufacturer: Greenheck, Model Number: G-100-AX-QD, Serial Number: 99D17420

#1 Kelly Muller on **09/07/2022** at **10:40 AM**



20220906_144908 Compassion.jpg



20220906_144939 Loyalty.jpg



20220906_145017 Loyalty.jpg



IMG_3708.JPG



IMG_3709.JPG



IMG_3710.JPG



IMG_3711.JPG

Another exhaust fan was found on the roof of Building 2. This unit showed more signs of corrosion than the other fans on the same roof. The exact manufacture date is unknown, but the exhaust fan appears to be beyond its recommended service life. Based on drawings and the similarities between this exhaust fan and one from Building 8 this fan was installed prior to 1991. The only available drawing from BES showing this type of exhaust fan is from 1971.

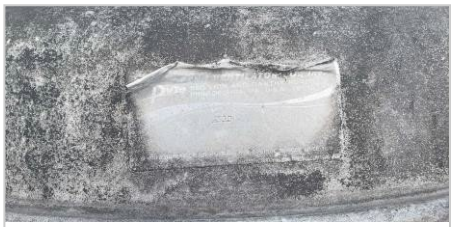
Nameplate info:

Manufacturer: Penn Ventilator Co., Model Number: AB10

#2 Kelly Muller on **09/07/2022** at **10:46 AM**



20220906_145319 Compassion.jpg



20220906_145334 Compassion.jpg

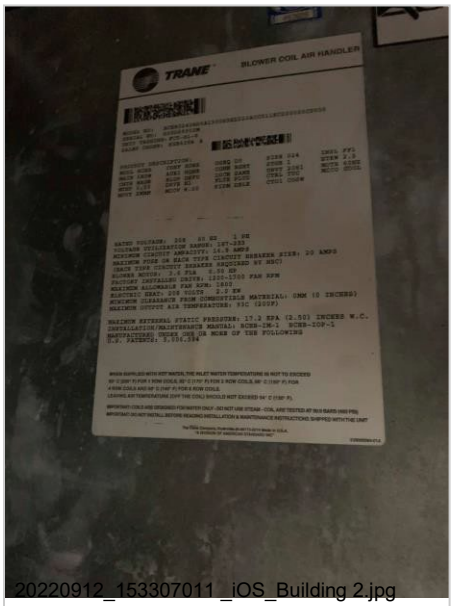


20220906_145348 Compassion.jpg

FCU-B1-8 was sampled from Building 2. The insulation on this unit shows signs of water damage. The unit is from 1999 making it 23 years old. This is outside of the estimated service life. Replacement is recommended.

Nameplate Information:

Manufacturer: Trane, Model Number: BCHB0242BD0A1300B3H1020ACC011KC200000C, Serial Number: R99D69953M



20220912_153307011 _iOS_Building 2.jpg

#3 Kelly Muller on **09/15/2022** at **10:48 AM**



20220912_153145308 _iOS_Building 2.jpg



20220912_153204950 _iOS_Building 2.jpg

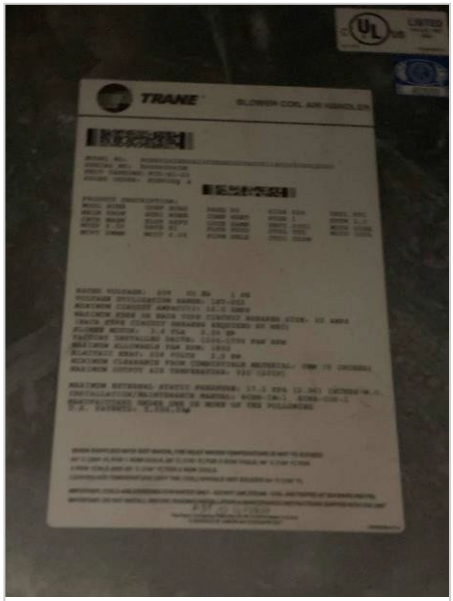
FCU-B1-18 was another FCU that was sampled for assessment. This unit is also from 1999 making it 23 years old and beyond its estimated service life. Replacement is recommended to ensure reliability.

Nameplate Information:

Manufacturer: Trane, Model Number: BCHB0242BD0X1300B3H1020ACC011EC200000C, Serial Number: R99D69943M



20220912_153739004 _iOS_Building 2.jpg



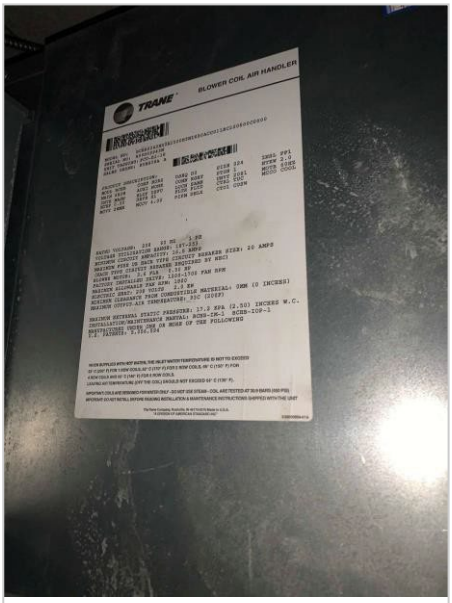
20220912_153805324 _iOS_Building 2.jpg

Another unit that was sampled was FCU-B1-23. Like all of the other units this unit is from 1999 and is outside of its recommended service life. This unit was found missing its control panel cover. Nameplate information was illegible for this unit, but it is assumed to be the same model as that other units. **#5 Kelly Muller** on **09/15/2022** at **10:55 AM**

#4 Kelly Muller on **09/15/2022** at **10:52 AM**



20220912_153532616 _iOS_Building 2.jpg



20220912_153553337 _iOS_Building 2.jpg

Ceiling tiles within the Building 2 hallway were observed with water leaks. During project, recommend replacing insulation in this area and checking pipe for leak.

#6 Kelly Muller on **09/15/2022** at **10:56 AM**



20220912_153103540 _iOS_Building 2 Hallway.jpg

No. 3

Building 3 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 3
Type Commissioning

Comments 7

On the roof of Building 3 there is an exhaust fan. The year of manufacture is 1999 making it 23 years old. This is outside of the 20 year recommended service life for exhaust fans. We recommend replacing this exhaust fan. The fan was not running at the time of the visit so it is unclear if the unit is operational.

Nameplate Information:

Manufacturer: Greenheck, Model Number: G-90-DGEX-QD, Serial Number: 99D17419

#1 Kelly Muller on **09/07/2022** at **10:55 AM**



20220906_145403 Integrity.jpg


20220906_145414 Integrity.jpg


20220906_145421 Integrity.jpg

Two large chilled water pumps are in the chiller yard outside Building 3 (P-7 and P-8). On one pump the pump nameplate was visible and for the other only the motor information could be easily seen. One pump was from 1999 (according to Taco nameplate) and the date of manufacture of the other was unknown. Both pumps exhibit rust, accumulation of plants, and water observed around the bottom. The insulation around one pump was crumbling off. Both pumps have exceeded the 20 year recommended service life so it is recommended to replace them. The peripheral piping an equipment appears equally old and should also be replaced.

Nameplate information left to right in photo:

Manufacturer: Taco, Model Number: FE4010E2K1G2L0A, MFG Date: 5-99

Manufacturer: Baldor, Spec.: 10C15FX260H1, Serial Number:

C0000300138

#2 Kelly Muller on **09/07/2022** at **11:21 AM**



20220906_151413 IntegrityChiller.jpg



20220906_151421 IntegrityChiller.jpg



20220906_151450 Chiller.jpg



20220906_151456 IntegrityChiller.jpg

The chiller plant outside building 3 has 3 smaller pumps. Each of these exhibited rust and crumbling insulation. One pump was missing its cover and nameplate. The pumps appear to be outside of their serviceable lifetime. We recommend replacement. The surrounding piping and gages and electrical connections should also be replaced.

Nameplate Information Left to Right in Photo:

Manufacturer: Baldor-Reliance, Model Number: EJPM3611T, Serial Number: F1603111510

Manufacturer: Baldor-Reliance, Model Number: EJPM3611T, Serial Number: Tag is missing, based on peripheral pumps expected serial number is F1603111520

Manufacturer: Baldor-Reliance, Model Number: EJPM3611T, Serial Number: F1603111530

#3 Kelly Muller on **09/07/2022** at **01:13 PM**


20220906_151527 IntegrityChiller.jpg


20220906_151554 IntegrityChiller.jpg


20220906_151607 IntegrityChiller.jpg


20220906_151616 IntegrityChiller.jpg


20220906_151626 IntegrityChiller.jpg


20220906_151629 IntegrityChiller.jpg


20220906_151656 IntegrityChiller.jpg

Based on the condition of the general piping around the chiller plant, it is recommended to replace all of the piping and supporting devices.

#4 Kelly Muller on **09/07/2022** at **01:16 PM**



20220906_151533 IntegrityChiller.jpg



20220906_151549 IntegrityChiller.jpg



20220906_151745 IntegrityChiller.jpg



20220906_151909 IntegrityChiller.jpg

The outdoor component to a mini split AC unit is located in the chiller yard. The fan shows some rust on the front and cracking on the outer cover. Insulation on piping is discolored and cracking. Based on the serial number and condition of the unit, the unit is from 2006 making it 16 years old. A mini split AC unit is only expected to last 10 years. It is recommended to replace this unit.

Nameplate Information:

Manufacturer: LG, Model Number: LSU180CE, Serial Number: 604KAJP00092

#5 Kelly Muller on **09/07/2022** at **01:21 PM**



20220906_151707 IntegrityChiller.jpg



20220906_151717 IntegrityChiller.jpg

Two Trane chillers are in the service yard. The chillers appear to be from 2007 making them 15 years old. The recommended service life for air cooled chillers is 15-20 years. Since they are at the end of their service life and other surrounding major equipment is to be replaced, replacing the chillers is recommended. At time of visit, control panel screen indicated that a machine shutdown had occurred.

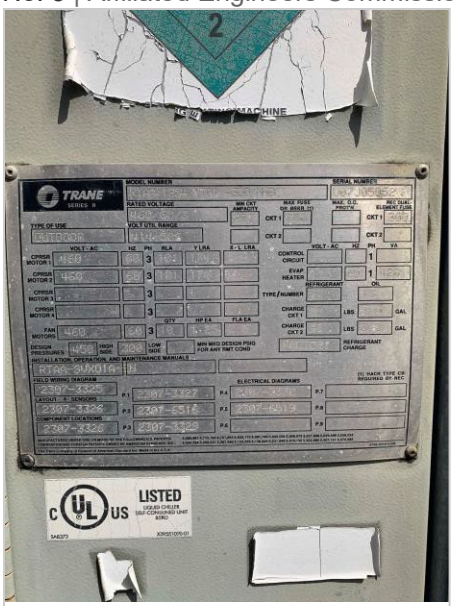
Nameplate Information:

Manufacturer: Trane, Model Number: RTAA 1254 YT01 A300 MNBC, Serial Number:

U07J05852 Manufacturer: Trane, Model Number: RTAA 1254 YT01 A300 MNBC, Serial

Number: U07J05853

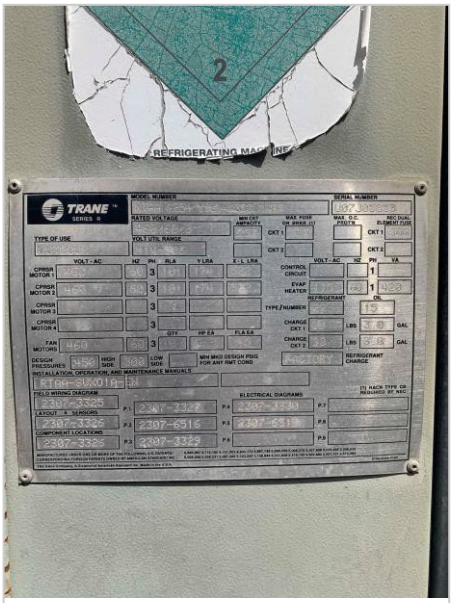
#6 Kelly Muller on **09/12/2022** at **07:55 AM**



20220906_191644495 _iOS_Chiller Yard.jpg



20220906_191733502 _iOS_Chiller Yard.jpg



20220906_191702476 _iOS_Chiller Yard.jpg



20220906_191802227 _iOS_Chiller Yard.jpg

From Building 3, OAU-C1-1 was chosen as the sampled unit. Similar to all other FCUs observed this unit is from 1999 which puts the unit outside its estimated service life. Some damaged insulation on the chilled water pipe was observed resulting in condensation forming on the pipe.

Nameplate Information:

Manufacturer: Trane, Model Number: BCHB0362BD0A2300B1F1075ACC02000000000C, Serial Number: R99D69958M

#7 Kelly Muller on **09/15/2022** at **11:02 AM**



20220912_153931502 _iOS_Building 3 Hallway.jpg



20220912_154014751 _iOS_Building 3.jpg



20220912_154024971 _iOS_Building 3.jpg

No. 4

Comments 1

Building 4 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 4
Type Commissioning

Building 4 is served by fan coil units. Information was gathered from one FCU (FCU-D1-3) to represent the average condition of the FCUs in this building. The filter on the FCU was observed dirty. Cx team was informed that the responsibility for changing filters has changed parties and filter replacement has been less frequent since. Operating an FCU with dirty filters can decrease the life of the fan motor since it puts more strain on the fan. This unit is from 1999 making it 23years old. This is beyond the 15 year recommended service life so replacement is recommended.
Nameplate Information:
Manufacturer: Trane, Model Number: BCHB0242BD0A1300B3H1020ACC011EC200000C0000, Serial Number: R999D69993M

#1 Kelly Muller on **09/12/2022** at **08:53AM**



IMG_3714.JPG



IMG_3715.JPG



IMG_3716.JPG

BROOKSVILLE ELEMENTARY SCHOOL

Building 5 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 5
Type Commissioning

Comments 5

AH-1 located in 5-017 was observed. The AHU is from 1991 and some of its peripheral equipment (reheat coil) is from 1992 making the unit 31 years old. This is far beyond the 15-year recommended service life so a replacement is recommended.

The supply duct in the mechanical room was found leaking air and with damaged insulation. The owner had noted that there were problems with humidity in this building. The loss of supply air and potential for a negatively pressurized space could be the cause of this.

The VFD and fan motor appeared newer and can likely be used in the new unit or somewhere else provided that they meet the requirements of the new system. The surge protection device connected to the controls cabinet appeared to be in good condition and could be used with the new system.

Nameplate Information:

AHU: Manufacturer: McQuay, Model Number: LSL117DV, Installation Year: 1991

VFD: Manufacturer: Trane, Model Number: TR16011GT2CN1STR0DLF00A00C0, Serial Number: 02273H417

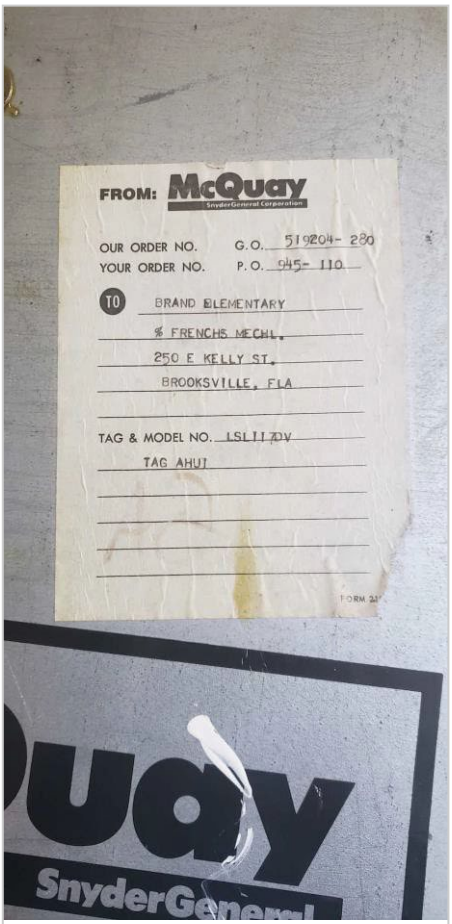
#1 Kelly Muller on **09/07/2022** at **01:35 PM**



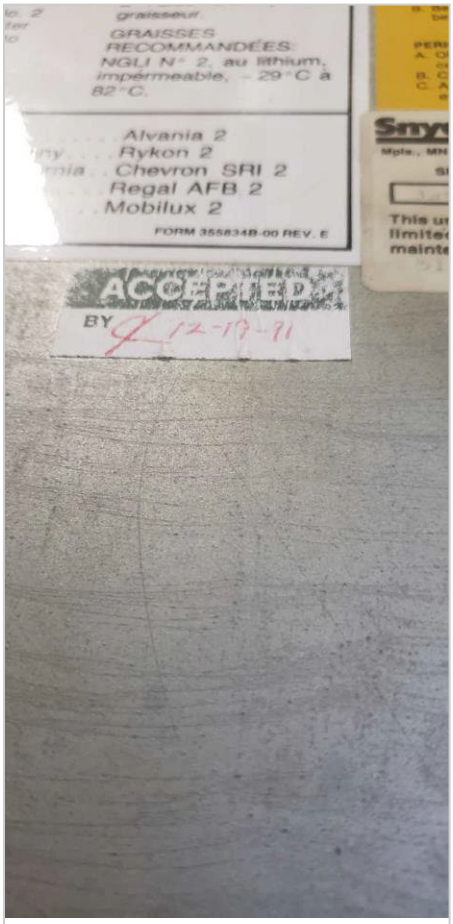
20220906_142009 Perseverance.jpg



20220906_142012 Perserverance.jpg



20220906_142027 Perserverance.jpg



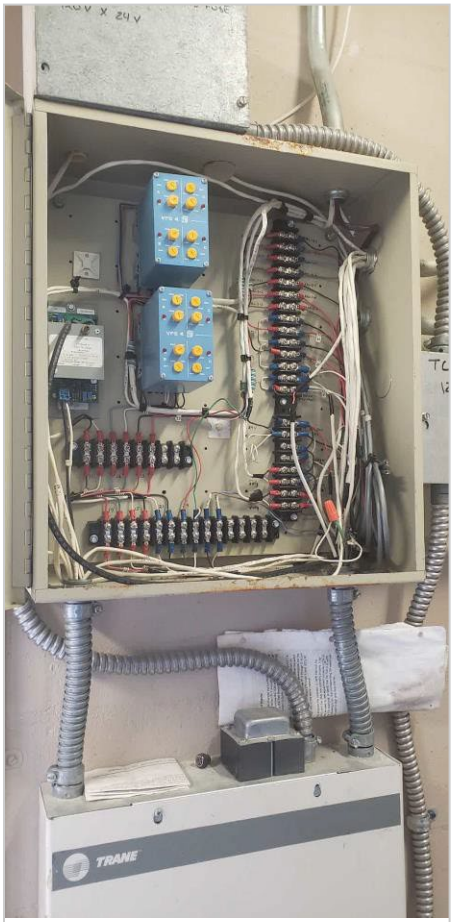
20220906_142036 Perserverance.jpg



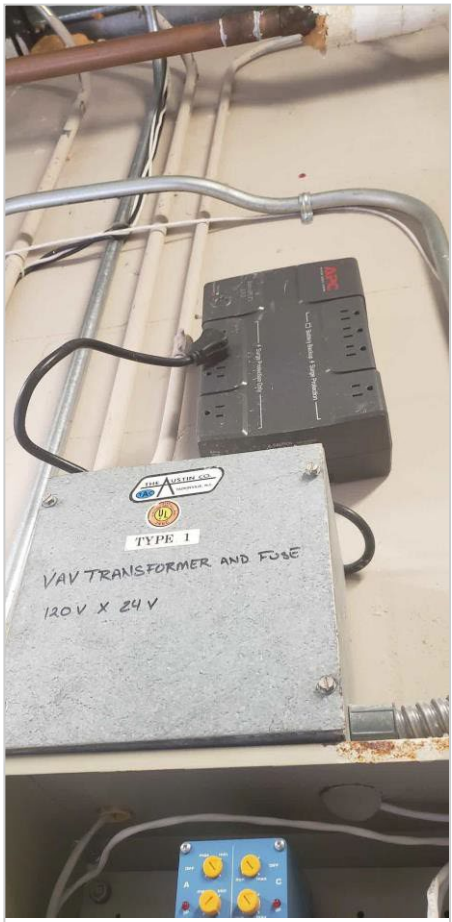
20220906_142049 Perserverance.jpg



20220906_142058 Perserverance.jpg



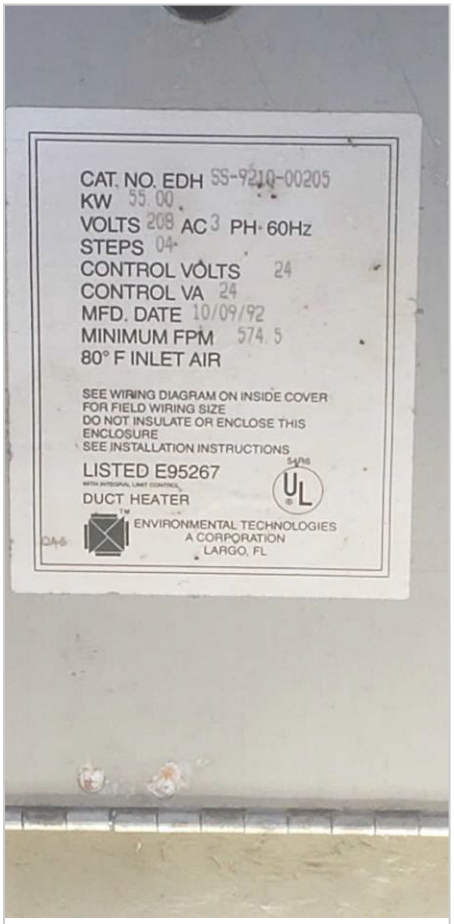
20220906_142224 Perserverance.jpg



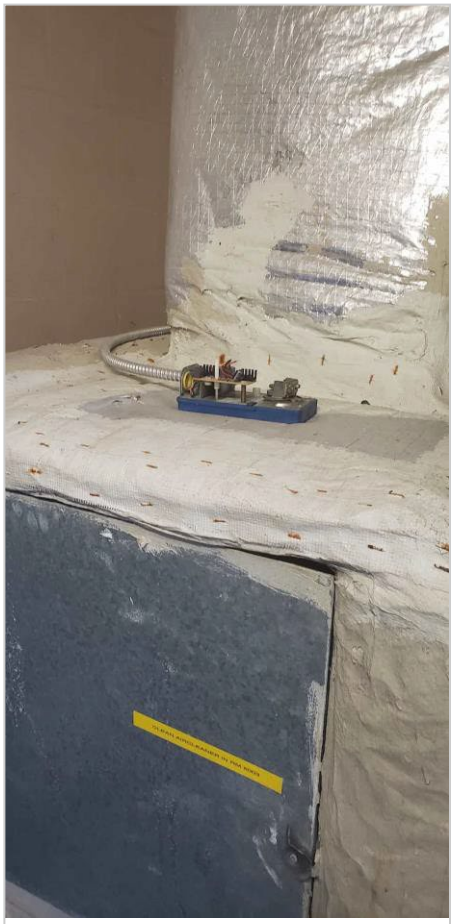
20220906_142243 Perserverance.jpg



20220906_142701 Perserverance.jpg



20220906_142721 Perserverance.jpg



20220906_142752 Perserverance.jpg

A Trane rooftop unit is present serving Building 5. The unit has significant signs of corrosion including on internal components. The unit is from 1999 and the fan inside is original. A full replacement is recommended.

Nameplate Information:

AHU: Manufacturer: Trane, Model Number: TSCA008BBAC00D000000, Serial Number:

K99E89021M Fan: Manufacturer: MagneTek, Model: Century E-Plus, Serial Number: BT3-09

#2 Kelly Muller on **09/07/2022** at **01:36 PM**



20220906_142638 Perserverance.jpg



20220906_182703630 _iOS_Building 5.jpg



IMG_3701.JPG



IMG_3702.JPG



IMG_3703.JPG



IMG_3704.JPG



IMG_3705.JPG



IMG_3706.JPG

Two condensing units are serving Building 5. One unit is from 1999 and the other is from 2009. The recommended service life for condensing units is 20 years. The 23 year old unit should be replaced, but the 13 year old unit can be kept provided that it is compatible with the AHU system that is being replaced.

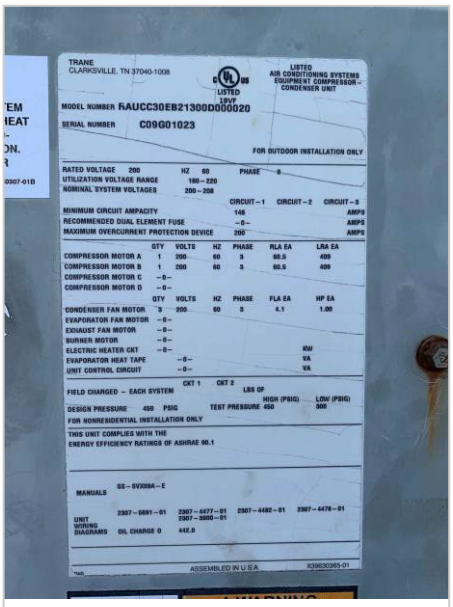
Nameplate Information:

Manufacturer: Trane, Model Number: RAUCC30EB21300D000020, Serial Number: C09G0123

Manufacturer: Trane, Model Number: RAUCC25ECT03000000000, Serial Number:

C99F09541M

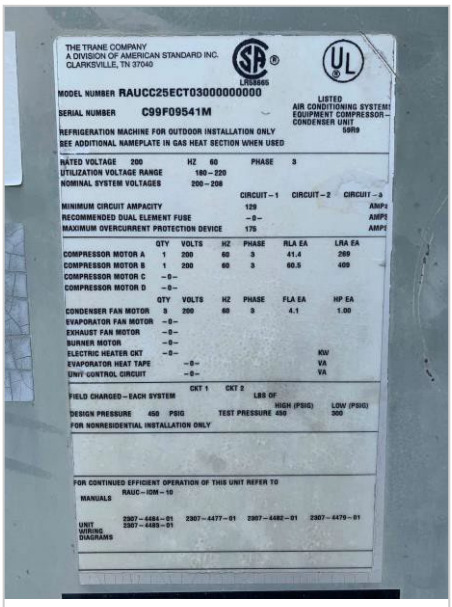
#3 Kelly Muller on **09/12/2022** at **09:01 AM**



IMG_3685.JPG



IMG_3686.JPG



IMG_3687.JPG

There is one exhaust fan serving Building 5. The exact manufacture date is unknown but the unit appears newer than other exhaust fans found to be from 1999. Since the fan has been more recently replaced, replacement now is



IMG_3688.JPG

not necessary unless sizing is incorrect for other HVAC upgrades for this space. Integrating this fan into the BAS is recommended.

Nameplate Information:

Manufacturer: Dayton, Model Number: 4YC88G, Serial Number: 13111207 1301

#4 Kelly Muller on **09/12/2022** at **09:22 AM**



IMG_3699.JPG



IMG_3700.JPG

Additional recommendations:

According to School Dude, Building 5 received a new roof in 2021. Envelope upgrades are likely not needed. At the time of equipment replacement, weather-stripping/door seal replacement could be considered to achieve the full benefit of the new equipment.

#5 Kelly Muller on **09/15/2022** at **07:36 AM**

No. 6

Affiliated Engineers Commissioning Practice|Hernando County/
Brooksville Elementary - Cx|23063-00

Building 6 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 6
Type Commissioning

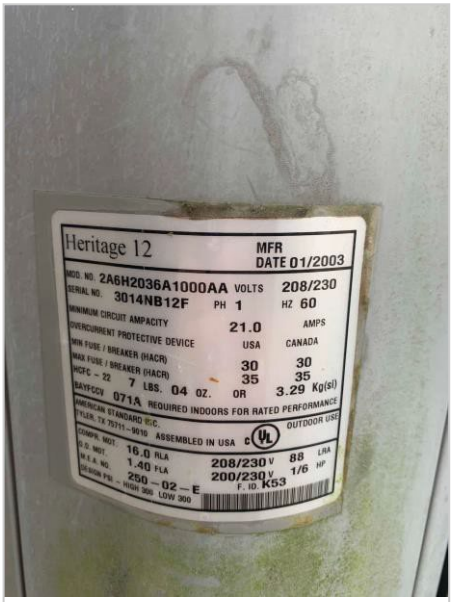
Comments 2

A smaller condensing unit was found serving Building 6. This unit is from 2003 making it 20 years old. This unit is at the end of its recommended service life. Replacement is recommended.

Nameplate Information:

Manufacturer: American Standard, Model Number: 2A6H2036A1000AA, Serial Number: 3014NB12F, MFR Date: 01/2003

#1 Kelly Muller on **09/12/2022** at **07:09 AM**



20220906_185600143 _iOS_Building 6.jpg



20220906_185613404 _iOS_Building 6.jpg



20220906_185619833 _iOS_Building 6.jpg

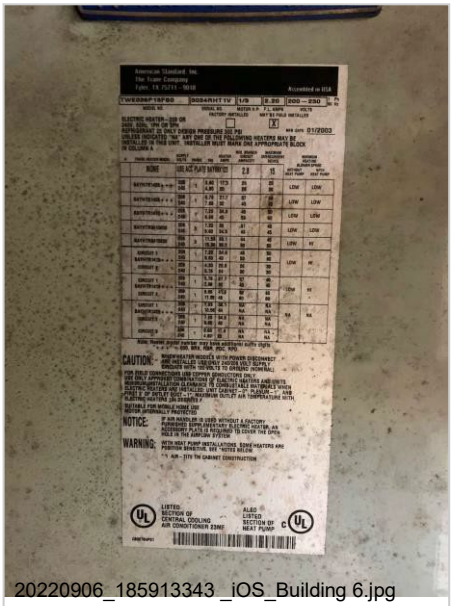
The air handler paired to the condensing unit is of equal age and wear as the condensing unit. Recommend replacing the unit and its ductwork.

Nameplate Information:

Manufacturer: American Standard/Trane, Model Number: TWE036P13FB0, Serial Number: 3034RHT1V, MFR Date: 01/2003.

#2 Kelly Muller on **09/12/2022** at **07:14 AM**

No. 6



20220906_185913343 _iOS_Building 6.jpg



20220906_185935757 _iOS_Building 6.jpg

FIELD OBSERVATION

No. 7

Affiliated Engineers Commissioning Practice |Hernando County/
Brooksville Elementary - Cx|23063-00

Building 7 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 7
Type Commissioning

Comments 4

An LG mini split serves the Media building within an IT closet. The outdoor unit is shown. Serial number tag could not be found on the unit's tag. Replacement recommended since it is serving a critical space.

Nameplate Information:

Manufacturer: LG, Model Number: LAU121HNP

#1 Kelly Muller on **09/07/2022** at **01:42 PM**



20220906_150914 Media.jpg



20220906_150922 Media.jpg



20220906_150948 Media.jpg

No. 7

Two other mini splits are serving the Media building. From speaking with BES, these units were only added because the existing AHUs were not sufficiently cooling the space. If the replacement HVAC system(s) for this building are sized appropriately, these units may not be necessary.

Nameplate Information:

Manufacturer: Quietside, Model Number: QSCC-183, Serial Number: QSCC1830715120141

Manufacturer: Quietside, Model Number: QSCC-183, Serial Number: QSCC1830715120202

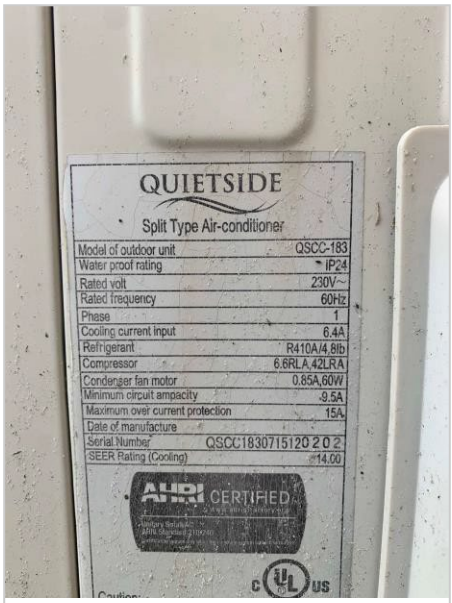
Manufacturer: Quietside, Model Number: QSCE-183, Serial Number: QSCE1830715120190

Manufacturer: Quietside, Model Number: QSCE-183, Serial Number: QSCE1830715120219

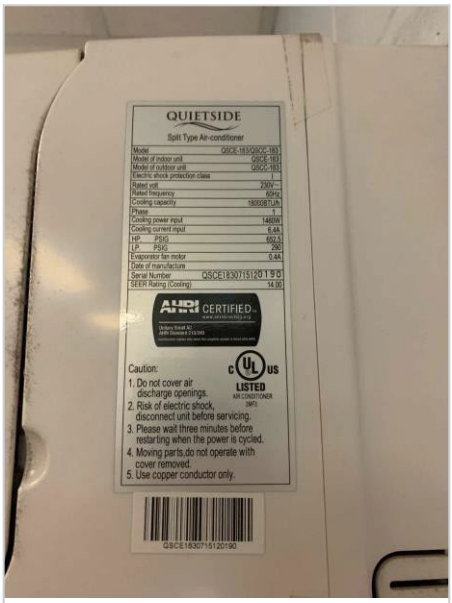
#2 Kelly Muller on **09/12/2022** at **07:05 AM**



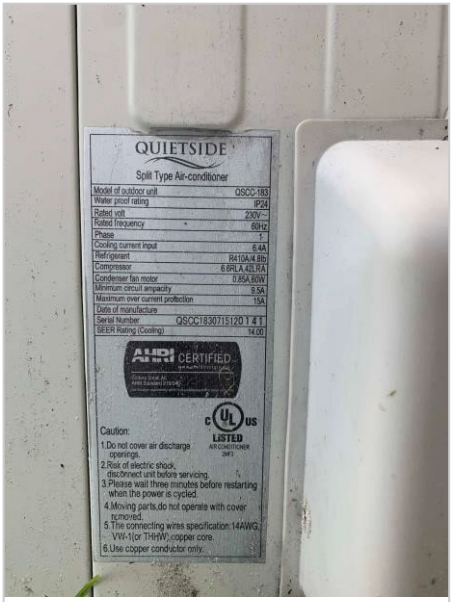
20220906_185244387 _iOS_Building 7.jpg



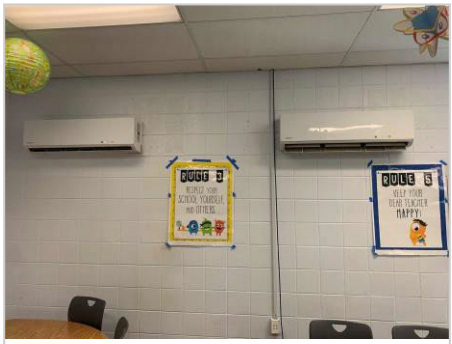
20220906_185330191 _iOS_Building 7.jpg



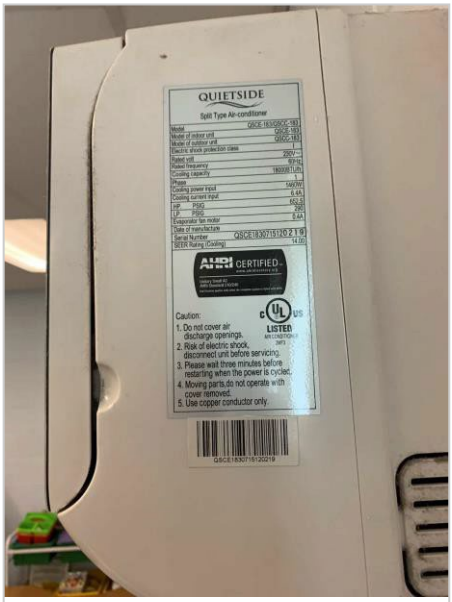
20220906_190342973 _iOS_Building 7.jpg



20220906_185316716 _iOS_Building 7.jpg



20220906_190333044 _iOS_Building 7.jpg



20220906_190352175 _iOS_Building 7.jpg

No. 7

AH-2 in the Media Building is an older McQuay AHU. The model and serial number for this unit are illegible so the exact date of manufacture is unknown. Comments were made that this unit did not sufficiently cool the space. Recommend replacing the unit and ensure proper capacity.

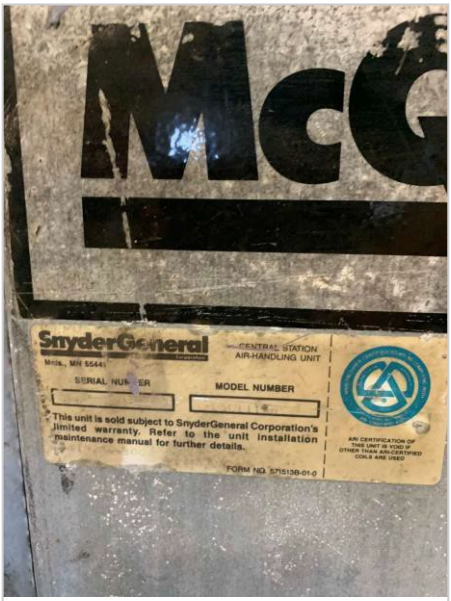
#3 Kelly Muller on **09/12/2022** at **07:30 AM**



20220906_190621810 _iOS_Building 7.jpg



20220906_190712213 _iOS_Building 7.jpg



20220906_190731016 _iOS_Building 7.jpg

OAU-G1 is in the mechanical room serving the Media Building. This unit is from 1999 and there have been complaints of insufficient cooling from this unit. Recommend replacing the unit with one that is properly sized.

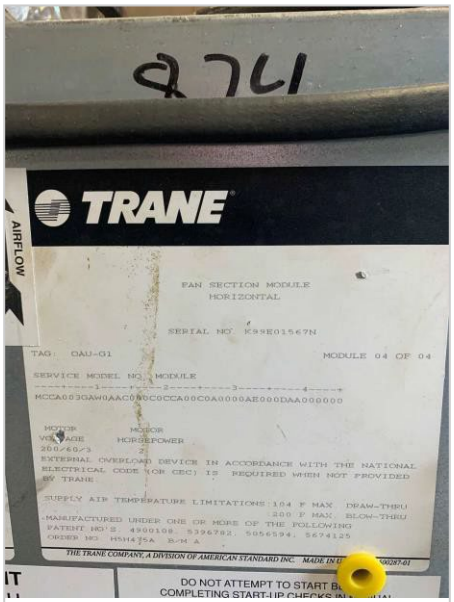
Nameplate Information:

Manufacturer: Trane, Model Number: MCCA003GAW0AAC000C0CCA00C0A0000AE000DAA, Serial Number: K99E01567N

#4 Kelly Muller on **09/12/2022** at **07:35 AM**



20220906_190631894 _iOS_Building 7.jpg



20220906_190853503 _iOS_Building 7.jpg

No. 8

Building 8 Conditions Assessment

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid
Location Building 8
Type Commissioning

Comments 9

RTU-H is a Trane unit that was manufactured in 2017. The unit is in good condition and replacement is not recommended. Since a Building Automation System is to be implemented at this campus, it is recommended to implement BAS integration for this unit to bring it to the standard of any new units from this project. This may require additional sensors to implement.

Nameplate Information:

Manufacturer: Trane, Model Number: TSD150G4RNA00H8B0A2B2, Serial Number: 172210369D

#1 Kelly Muller on **09/07/2022** at **02:01 PM**



20220906_144052 Cafeteria.jpg



20220906_144110 Cafeteria.jpg



20220906_144132 Cafeteria.jpg

KEF-1 and KEF-2 are located overtop of the cafeteria. These exhaust fans are both from 2017 and should not be replaced. If possible, the fans should be tied into the new BAS for monitoring and control.

Nameplate Information (both fans have same information):

Manufacturer: CaptiveAire Model Number: DU85HFA, Date of Manufacture: 5/30/2017



20220906_144203 Cafeteria.jpg



20220906_144214 Cafeteria.jpg



20220906_144229 Cafeteria.jpg

A third exhaust fan is above the Cafeteria that is much older than KEF-1 and KEF-2. The exact manufacturer and age is unknown, but the exhaust fan appears to be outside of its recommended service life. Recommend replacing this unit.

#3 Kelly Muller on **09/07/2022** at **02:13 PM**



20220906_144245 Cafeteria.jpg



20220906_144259 Cafeteria.jpg

Ductwork within Building 8 appears in good condition and should not be replaced.

#4 Kelly Muller on **09/12/2022** at **06:33 AM**



20220906_184151490 _iOS_Building 8.jpg



20220906_184154142 _iOS_Building 8.jpg

AHU-H1 serving Building 8 was observed. This is unit and its fan are both from 1999. This makes the unit 23 years old, which is beyond the recommended service life. This unit should be replaced. It is a Trane MCC series unit. The fan should not be reused.

Nameplate Information:

AHU: Manufacturer: Trane, Model Number: MCCA014UB000S000U, Serial Number:

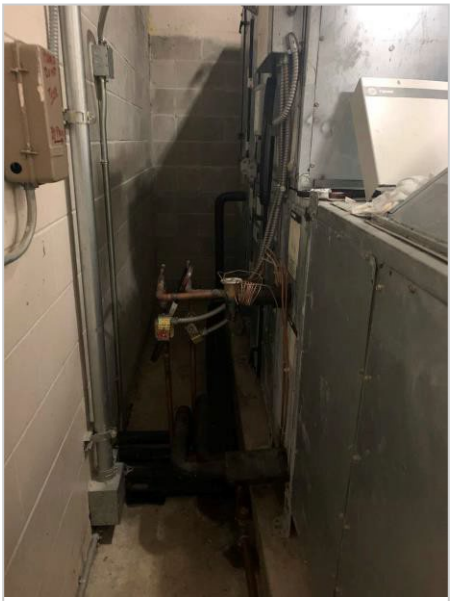
K99E01609N Fan: Manufacturer: MagneTek Model: Centruy E-Plus Serial Number: BT03-

12SMEC INS

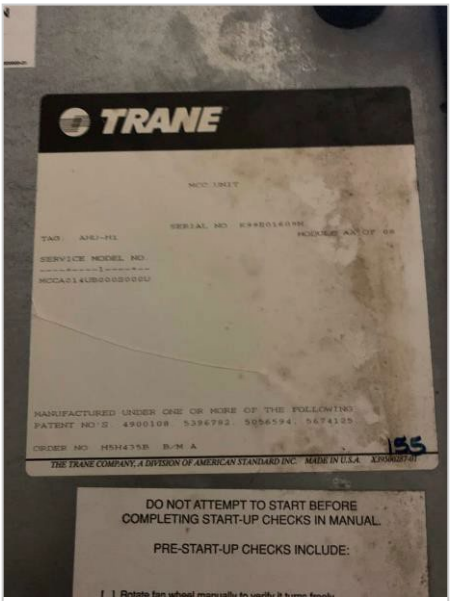
#5 Kelly Muller on **09/12/2022** at **06:41 AM**



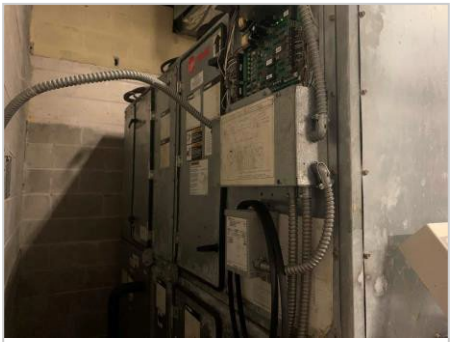
20220906_184139206 _iOS_Building 8.jpg



20220906_184205306 _iOS_Building 8.jpg



20220906_184422951 _iOS_Building 8.jpg



20220906_184214147 _iOS_Building 8.jpg



20220906_184540895 _iOS_Building 8.jpg

Outside of Building 8 is a large condensing unit. Insulation to the condensate piping is cracking and falling off. The top of the unit exhibits rust. The electrical disconnect is showing signs of age and corrosion. The unit was determined to be from 1999 and is outside its recommended service life. Replacement is recommended.

Nameplate Information:

Manufacturer: Trane, Model Number: RAUCC404CT0300D, Serial Number: C99F09542M

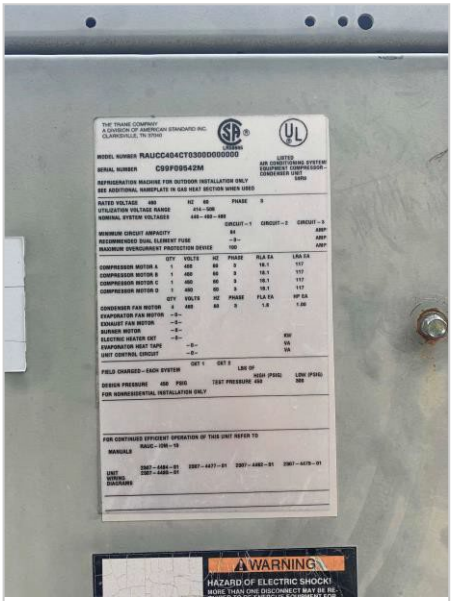
#6 Kelly Muller on **09/12/2022** at **06:58 AM**



20220906_184803262 _iOS_Building 8.jpg



20220906_184940581 _iOS_Building 8.jpg



20220906_184822878 _iOS_Building 8.jpg



20220906_184947521 _iOS_Building 8.jpg

EF-H1 is located on the roof of Building 8. The fan is from 1999. The Unit has signs of corrosion at the top and at some of the fasteners around the unit. Since the unit has passed its service life, replacement is recommended.

Nameplate Information:

Manufacturer: Greenheck, Model Number: G-180-C-X, Serial Number: 99F03093

#7 Kelly Muller on **09/12/2022** at **09:26 AM**



IMG_3690.JPG



IMG_3691.JPG

An additional Trane RTU serves Building 8. This unit is also from 2017 and is in good condition. Replacement is not recommended. Unit should be tied into the new BAS. This may require additional sensors.

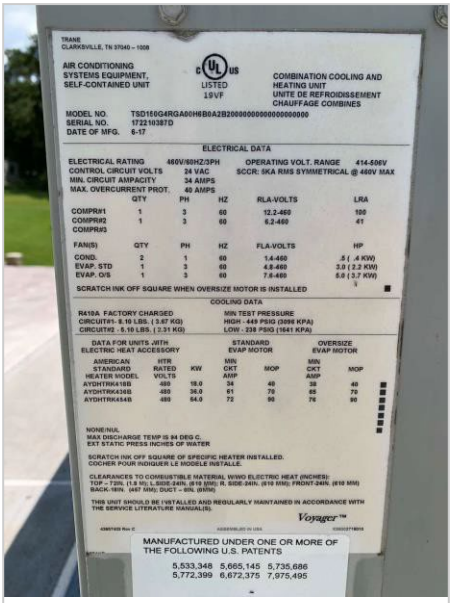
Nameplate Information:

Manufacturer: Trane, Model Number: TSD150G4RGA00H6B0A2B2, Serial Number: 172210387D, Date of MFG: 6- 17

#8 Kelly Muller on **09/12/2022** at **09:30 AM**



IMG_3692.JPG



IMG_3693.JPG

KSF-1 is a supply fan serving the kitchen in Building 8. This is a CaptiveAire unit that is from 2017. Replacement is not recommended for this unit. Integration to the BAS is recommended.

#9 Kelly Muller on **09/12/2022** at **09:32 AM**



IMG_3694.JPG



IMG_3697.JPG



IMG_3698.JPG

FIELD OBSERVATION

No. 9

Affiliated Engineers Commissioning Practice|Hernando County/ Brooksville Elementary - Cx|23063-00

Portables Conditions

Author Kelly Muller
Present AEI, BES
Date Observed 9/7/2022
Weather Hot and Humid **Location** BES Portables

Comments 1

Status of all HVAC to the portables was observed. Nameplate information was not readily available for these units. Some units exhibited significantly more condensate than others.
Manufacturer: Bard, Model: H36HB-A00, Serial Number: 278F223964105-02

#1 Kelly Muller on **09/12/2022** at **08:03 AM**



20220906_152550 Portable.jpg



20220906_192449634 _iOS_Portable.jpg



20220906_192455238 _iOS_Portable.jpg



20220906_192507214 _iOS_Portable.jpg



20220906_192517323 _iOS_Portable.jpg

Appendix 2

ASHRAE Equipment Life Expectancy chart

ASHRAE is the industry organization that sets the standards and guidelines for most all HVAC-R equipment. For additional info about ASHRAE the website is www.ashrae.org .

Equipment Item	Median Years
Air conditioners	
Window unit	10
Residential single or Split Package	15
Commercial through-the wall	15
Water-cooled package	15
Heat Pumps	
Residential air-to-air	15
Commercial air-to-air	15
Commercial water-to-air	19
Roof-top air conditioners	
Single-zone	15
Multi-zone	15
Boilers, hot water (steam)	
Steel water-tube	24 (30)
Steel fire-tube	25 (25)
Cast iron	35 (30)
Electric	15
Burners	21
Furnaces	
Gas- or oil-fired	18
Unit heaters	
Gas or electric	13
Hot water or steam	20
Radiant Heaters	
Electric	10
Hot water or steam	25

Equipment Item	Median Years
Air terminals	
Diffusers, grilles, and registers	27
Induction and fan coil units	20
VAV and double-duct boxes	20
Air washers	17
Ductwork	30
Dampers	20
Fans	
Centrifugal	25
Axial	20
Propeller	15
Ventilating roof-mounted	20
Coils	
DX, water, or steam	20
Electric	15
Heat Exchangers	
Shell-and-tube	24
Reciprocating compressors	20
Packaged chillers	
Reciprocating	20
Centrifugal	23
Absorption	23
Cooling towers	
Galvanized metal	20
Wood	20
Ceramic	34

Equipment Item	Median Years
Air-cooled condensers	20
Evaporative condensers	20
Insulation	
Molded	20
Blanket	24
Pumps	
Base-mounted	20
Pipe-mounted	10
Sump and well	10
Condensate 15	
Reciprocating engines	20
Steam turbines	30
Electric motors	18
Motor starters	17
Electric transformers	30
Controls	
Pneumatic	20
Electric	16
Electronic	15
Valve actuators	
Hydraulic	15
Pneumatic	20
Self-contained	10

The School District of Hernando County, Florida
FACILITIES AND CONSTRUCTION DEPARTMENT
8016 Mobley Road
Brooksville, FL 34601
Phone: (352) 797-7050
Fax: (352) 797-7150

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

Superintendent: *John Stratton*
Board Chairperson: *Gus Guadagnino*
Vice Chairperson: *Susan Duval*
Board Members:
Kay Hatch
Jimmy Lodato
Linda Prescott

November 15, 2022

RFQ #0052-201-2203
Construction Manager Consulting Service – HVAC Replacement for Brooksville Elementary School

ADDENDUM NO. 1

Please see attached sign-in sheet from the mandatory site visit. RFQ submittals will only be accepted by firms represented at the November 8th, 2022, site meeting.

Brian Ragan
Director, Facilities & Construction

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

HERNANDO SCHOOL DISTRICT

Meeting Sign-in Sheet

Project Name: BES HVAC Replacement
Project #: CM RFQ Walk
Date/Time: 8th November 2022

HERNANDO SCHOOL DISTRICT

	Name	Representing	Telephone	Email
1	David Willis	Allstate Construction	(813) 730-0617	DWillis@allstateconstruction.com
2	BRIAN MILLER	NICHOLAS + ASSOCIATES	(847) 313-1634	BMiller@NicholasQuality.com
3	Kevin Monsen	AD Morgan	(941)-284-8930	kmonsen@admorgan.com
4	MIKE HANSON	Allstate Construction	904 463 0872	MHANSON@AllstateConstruction.com
5	BOBBY FISHER	CHARLES PERRY PARNERS	813 597 5689	bobby.fisher@cppi.com
6	Tom Ennis	Charles Perry Partners	407-466-8751	tom@pivotps.com
7	CURTIS DELAGUIL	JE DUNN Construction	813-940-3248	Curtis.delaguil@jedunn.com
8	Mahesh.Sankurusetty	LEGO Construction Company	913-325-6337	msankurusetty@legocc.com
9	Gus Garza	Air Mechanical & Service Co.	813-875-0782	gus@amsco-ac.com
10	BRIAN RAGAN	HCSD	352-797-7050	ragan_b@hcsb.k12.fl.us
11	Richard Oakley	HCSD	352-238-0606	oakley_r@hcsb.k12.fl.us
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APPENDIX A2

RFQ 0052-201-2203 - CONSTRUCTION MANAGER CONSULTING SERVICES

STEP 2 RANKING MATRIX

FIRM	QUALIFICATIONS					AVERAGE QUALS	QUALS SCORE	RANK
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5			
JE Dunn Construction	100	90	86	100	100	95	95.20%	1
The A. D. Morgan Corp.	96	87	78	95	80	87	87.20%	2
Allstate Construction	90	76	69	60	60	71	71.00%	3

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fourteenth day of February in the year Two-thousand twenty-three
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

and the Construction Manager:
(Name, legal status, address, and other information)
JE Dunn Construction Company
5411 Sky Center Drive, Suite 200
Tampa, FL 33607

for the following Project:
(Name, location, and detailed description)

HVAC Replacement for Brooksville Elementary School
885 North Broad Street
Brooksville, FL 34601
As further described in RFQ #0052-201-2203

The Architect:
(Name, legal status, address, and other information)
SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Project based on RFQ # 0251-232-2203 including Appendix D "Mechanical Assessment". Other work may include replacement of ceilings, lights, construction of mechanical rooms and additional scope as determined by the District and its Design Professionals.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See RFQ #0251-232-2203 including Addendum #1 and attachments.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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Owner's Total Construction Budget:	$ 5,900,000
Less 1% for Preconstruction Phase Services:	$ 59,000
Guaranteed Maximum Price Budget:	$ 5,841,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Specifications for major equipment purchases to be provided to accommodate delivery as required by the construction schedule

.2 Construction commencement date:

TBD based on material availability

.3 Substantial Completion date or dates:

TBD - This project is funded by an ESSER III Federal grant and must comply with all requirements of said grant which include completion of the project and full funds disbursement by September of 2024.

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phasing shall be as stipulated in the Construction Documents. Project shall be accelerated as required to provide final acceptance and funds disbursement prior to the September of 2024 ESSER Grant deadline.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Construction Manager shall plan the Work to avoid disruption of teaching and learning. The Construction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule. Construction Manager shall coordinate with work being performed on shared site by other entities.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Ragan
Director of Facilities & Construction
8016 Mobley Rd.

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Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Owner's Fire Official and Building Official

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Bobak (Bobby) Shahnami
935 Lake Baldwin Lane
Orlando, FL 32814

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Curtis DeLaquil
5411 Sky Center Drive, Suite 200
Tampa, FL33607
Curtis.delaquil@jedunn.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

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(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including: A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package; B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Construction Manager may be required to procure materials by means of the Owner's Direct Purchase Program. This project is funded by an ESSER III Federal grant and must comply with all requirements of said grant which include completion of the project and full funds disbursement by September of 2024 and compliance with the Davis-Bacon act

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase. Owner and Construction Manager agree that Construction Manager is not an architect or engineer and that Construction Manager is not providing design services as part of the Agreement, unless otherwise specifically provided in the Contract Documents. Any recommendations or input by Construction Manager relating to the design, Drawings and Specifications, including from Construction Manager's participation in value engineering or other cost and constructability efforts, are intended as suggestions only for the consideration of Owner, Architect, and their engineers and consultants. Such recommendations and input from the Construction Manager shall be independently reviewed, evaluated and, if accepted and approved by Owner, Architect, and their engineers and consultants, the Owner and Architect or their consultants shall be responsible for the confirmation of compliance with applicable laws, statutes, ordinances, codes, rules and regulation, or lawful orders of public authorities and incorporation of such recommendations and input into the Contract Documents. Construction Manager makes not representation or warranties that its recommendations or input relating to value engineering, design, or Drawings and Specifications complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, or with the Owner's or its Architect's design or design intent, or that such recommendations or input are suitable or compatible with the design intent

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

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§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed one percent (1%) of the Owner's Total Construction Budget identified in Article 1.1.3.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit F

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

2.00 % Two-percent

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ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Four and one-half percent (4.50%)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2. Construction Manager's fee shall include the actual cost of items & equipment that are directly purchased by owner but installed by Construction Manager.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontactor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Owner will suffer damages which are difficult to determine and accurately specify if the Work is not completed by the Substantial Completion date established in the Guaranteed Maximum Price Amendment, subject to adjustments as provided in the Contract Documents. Construction Manager shall pay Owner Five hundred dollars ($500.00) as liquidated damages and not as a penalty for each day that Substantial Completion of the Work is not achieved within the Contract Time. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not completing the Work within the Contract Time.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel , including staffing and support cost of Project Administration, Construction Operations, Purchasing, Billings and Payables staff assigned to the Project, for that portion of their time attributable to the Work, at the Personnel Rates set forth in Exhibit F

(Paragraphs deleted)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Amounts for (1) Construction Manager's insurance coverage program, including, but not limited to, General Liability Insurance and other insurance at the rate of one percent (1%) of the Contract Sum for coverage of Construction Manager and enrolled subcontractors (as defined in the CIP Manual); (2) Construction Manager's Payment and Performance Bonds at the rate of seventy-five hundredths percent (0.75%) of the Contract Sum, if required; (3) Premiums for Builders' Risk insurance and deductibles incurred for Builders' Risk claims, if applicable; and (4) Construction Manager's subcontractor default program at the rate of one and half percent (1.5%) of the value of the subcontract and material agreements

(Paragraphs deleted)

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the

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Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.7.5 The costs charged against the Construction Manager's contingency.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

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§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner(other than (i) those from Construction Manager's related parties or (ii) incentive payments made to Construction Manager through Construction Manager's credit agreements, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

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the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense

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that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions and Construction Manager's fee are not subject to retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall not be reduced prior to Substantial Completion of the entire Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

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Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Owner reserves the right to withold retainage until completion of the Owner's audit and reconciliation.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the

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Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2.00 % Two-Percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero dollars ($0.00)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000) for each occurrence and Two-million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One-million dollars ($ 1,000,000) per claim and One-million dollars ($ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

§ 14.5.1 The performance of construction phase services is contingent upon obtaining all necessary zoning and permits for the Project and written notice to proceed with the Work from the Owner to the Construction Manager.

§ 14.5.2 The Owner, in order to take advantage of its tax exemption, shall provide the Construction Manager with a copy of its current Tax Exemption letter and shall execute and deliver to the Construction Manager an original Project Exemption Certificate for use by Construction Manager, contractors, subcontractors, and suppliers in the purchase of materials, equipment and other property for the Project. The sales and/or use tax saved by use of Owner's Tax Exemption will not be included in the Guaranteed Maximum Price established under this Agreement.

§ 14.5.3 The Owner agrees to defend, indemnify, and hold harmless Construction Manager, subcontractors, and suppliers against any liability for sales tax, compensating use tax, interest, penalty, and attorney's fees incurred as a result of the failure to pay sales or use tax upon the value of material, equipment or other property purchased by Construction Manager, contractors, subcontractors, or suppliers in accordance with the procedure set forth in this Agreement. This indemnity shall survive the acceptance of final payment by Construction or other termination of the Agreement.

§ 14.5.4 CONSTRUCTION MANAGER PAYMENT INSTRUCTIONS –
Owner shall make all payments to Construction Manager by check to 1001 Locust Street, Kansas City, MO 64106. **Construction Manager shall provide Owner with payment instructions in writing on Construction Manager's letterhead after the parties execute this Agreement. Owner acknowledges that Construction Manager does not change its bank routing or account numbers. Owner shall not accept or rely on emails or correspondence requesting changes to these payment instructions. The payment instructions provided by Construction Manager in accordance with this Section 14.5.4 may only be altered in a fully executed Change Order**

§14.5.5 All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and sub grantees when required by Federal grant program legislation).
(Applies to construction contracts in excess of $2000 awarded by the district and sub grantees when required by Federal grant program legislation).

All vendors, contractors and subcontractors must comply with
Sections 103 and 107 of the Contract Work Hours and Safety
Standards Act (40 U.S.C. 327–330) as supplemented by
Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- **.1** AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- **.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- **.3** AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- **.4** AIA Document A201™–2017, General Conditions of the Contract for Construction
- **.5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	TBD	5
AIA-A133 Insurance & Bonds	Exhibit 'B'	2019	8
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	January 2021	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	1
Hourly Rates JE Dunn	Exhibit 'F'	02-14-2023	1
Federal Terms and Conditions	Exhibit 'G'	2022	4

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AIA A201-2017 General Conditions of the Contract for Construction is incorporated by reference.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Jake Nellis, Vice President *(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

HVAC Replacement for Brooksville Elementary School
885 North Broad Street
Brooksville, FL 34601
As further described in RFQ #0052-201-2203

THE OWNER:
(Name, legal status and address)

School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

THE ARCHITECT:
(Name, legal status and address)

SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, The Contractor shall pay Subcontractor their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraph deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and intended to be incorporated into the Work;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

THE OWNER:
(Name, legal status, and address)

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

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§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

INFORMATION ONLY

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

JAKE NELLS / VICE PRESIDENT
(Printed name and title)

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Fourteenth day of February in the year Two-thousand Twenty-three
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

HVAC Replacement for Brooksville Elementary School
885 North Broad Street
Brooksville, FL 34601

THE OWNER:
(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

JE Dunn Construction Company
5411 Sky Center Drive, Suite 200
Tampa, FL 33607

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

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Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

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the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04,

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars ($ 1,000,000.00) each occurrence, Two-million dollars ($ 2,000,000.00)

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general aggregate, and Two-million dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One-million dollars ($ 1,000,000.00) each accident, One-million dollars ($ 1,000,000.00) each employee, and One-million dollars ($ 1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim

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and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

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Additions and Deletions Report for
AIA® Document A133™ – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Fourteenth day of February in the year Two-thousand Twenty-three

...

(Name and location or address)

HVAC Replacement for Brooksville Elementary School
885 North Broad Street
Brooksville, FL 34601

...

(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

...

(Name, legal status, and address)

JE Dunn Construction Company
5411 Sky Center Drive, Suite 200
Tampa, FL 33607

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§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the ~~Architect, and the Architect's consultants~~ as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, ~~and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

...

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§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-million dollars ($ 1,000,000.00) each occurrence, Two-million dollars ($ 2,000,000.00) general aggregate, and Two-million dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One-million dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than One-million dollars ($ 1,000,000.00) each accident, One-million dollars ($ 1,000,000.00) each employee, and One-million dollars ($ 1,000,000.00) policy limit.

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One-million dollars ($ 1,000,000.00) per claim and One-million dollars ($ 1,000,000.00) in the aggregate.

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Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

...

[X] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

...

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

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Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

...

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Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

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HERNANDO COUNTY SCHOOL BOARD — EXHIBIT C
CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Each Occurrence	$1,000,000
d.	Personal Injury	$1,000,000

2. The following coverages shall be included in the CGL:
   a. Per project general aggregate (CG 25 03 or similar)
   b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
   c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
   d. A waiver of Subrogation in favor of all Additional Insured parties.
   e. Personal Injury Liability
   f. Contractual Liability coverage to support indemnification obligation per Article 53.I
   g. Explosion, collapse and underground (xcu)

3. The following exclusionary endorsements are prohibited in the CGL policy:
   a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
   b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
   c. If applicable to the Work to be performed: Residential or multi-family
   d. If applicable to the Work to be performed: Exterior insulation finish systems
   e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

   b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding $10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

    a. Each occurrence $5,000,000
    b. Aggregate $5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

    a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as additional insureds.
    b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause.
    c. Property insurance shall be on an "all risk" or equivalent policy form and shall include insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

3. The Contractor and Owner shall waive all rights of subrogation against each other, including but not limited to the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and

course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Contractor, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
    a. Pollution Liability policy must include contractual liability coverage.
    b. Hernando County School Board must be included as additional insureds on the policy.
    c. The policy limits shall be in the amount of $1,000,000 with per occurrence and in the aggregate deductible to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole

discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;

4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:

    a. Before commencing the Work on any individual project having a Contract Sum of $200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
        i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
        ii. The project number assigned by the Owner
        iii. The bond number assigned by the surety
        iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement

    b. The amount of the bond shall equal the full amount of the Contract Sum.

    c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

    d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: JAKE NEWS
Title: UCF PRESIDENT
Date: 01/20/23

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

Signature of Officer/Agent authorized

JE DUNN CONSTRUCTION
Company Name

JAKE NELLIS
Print Name

5411 SKYCENTER DRIVE, STE 200 TAMPA, FL 33607
Business Address

City, State, Zip Code

SECTION II

Approved as to form
Nancy McClain Alfonso
General Counsel, HCSB

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

Revised: 04/23/20

Exhibit F

Title	Hourly Rate
Group Manager	$ 180
Project Manager	$ 114
General Superintendent	$ 196
Superintendent	$ 121
Senior Project Engineer	$ 78
Project Engineer	$ 67
Senior Project Coordinator	$ 55
Safety Manager	$ 100
Estimating Director	$ 189
Senior Estimating Manager	$ 143
Estimating Manager	$ 104

HERNANDO SCHOOL DISTRICT
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Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

HERNANDO SCHOOL DISTRICT
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8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. **RECORDS RETENTION:**
(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. **CIVIL RIGHTS:**
The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. **BUY AMERICAN:**
(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. **ENERGY POLICY AND CONSERVATION ACT:**
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **DISCOUNTS, REBATES, AND CREDITS:**
The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. **ACCESS TO RECORDS:**
The following access to records requirements apply to this contract:
   a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. **DHS SEAL, LOGO, AND FLAGS:**
The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**
This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. **NO OBLIGATION BY FEDERAL GOVERNMENT:**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**
The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): [illegible] Date: 01/20/23

Authorized Signature: [signature]

Printed Name: [illegible]

Title: VICE PRESIDENT

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Agenda 23-1213
BES HVAC CM

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: ESSER III Funds HVAC

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4450E	7400	6800	9500	99930	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 59,000.00	$ 0.00	$ 0.00	$ 59,000.00	$ $59,000.00	$ 0.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 0.00
Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 31. 23-1214 2/14/2023

Title and Board Action Requested
Approve the purchase to continue and expand the AI technology at various locations throughout the District from Sole Source vendor Zeroeyes and authorize the purchase not to exceed $250,000.00 annually contingent on Safety Grant funding or Millage funding.

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase to continue and expand the AI technology at various locations throughout the District from Sole Source vendor Zeroeyes and authorize the purchase not to exceed $250,000.00 annually contingent on Safety Grant funding or Millage funding.

My Contact
Jill Renihan
Director of Safe Schools
Renihan_j@hcsb.k12.fl.us
352-797-7233

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $ 250,000.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Data Security Agreement

This Data Security Agreement (the "**Agreement**") is made as of 03.28/22 (the "**Effective Date**"), by and between The School Board of Hernando County, a Florida School Board, with a principal place of business at 919 N. Broad Street, Brooksville, FL 34601 (hereinafter referred to as **"HCSD"**), and Zeroeyes INC , a Weapons Detection Software with a principal place of business at 555 E. North Lane Conshohocken, PA (hereinafter referred to as "**Vendor**").

19428

Recitals

WHEREAS, HCSD wishes to further safeguard Protected Information from unlawful access and use;

WHEREAS, Vendor may receive or have access to HCSD Protected Information in the course of performance of Other Agreements that the Parties have entered into, or may enter into;

WHEREAS, the Parties both wish to further refine their data protection measures to conform with new and future regulations designed to address the protection of personal information; and

WHEREAS, Prior to, and in consideration of, Vendor's receipt of, or access to, HCSD Protected Information, Vendor is willing to protect HCSD Protected Information as set forth below.

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows:

Agreement

1. **Definitions**. For purposes of this Agreement, the following terms shall have the meanings set forth below. Other terms are defined in context.

   1.1. **Breach of Security**. The term "**Breach of Security**" has the meaning set out herein and in applicable law, and as the same may be amended from time-to-time.

   1.2. **HCSD Protected Information**. The term **"HCSD Protected Information**" has the meaning set out in Section 2.1 (Provision of HCSD Protected Information).

   1.3. **Confidential Information**. The term "**Confidential Information**" means confidential or other proprietary information disclosed by HCSD to Vendor, whether orally, visually or in writing, before or after the Effective Date, and whether or not marked or otherwise designated as confidential or proprietary, including, without limitation, specifications, trade secrets, financial information, business plans, product plans, supplier lists, applicant and prospective applicant lists, admissions data and financial information. All reports, analyses, compilations, data, forecasts, studies and other materials which contain or otherwise reflect or are generated or derived from such information are also included in the definition of Confidential Information. Confidential Information includes information and documents in paper or electronic form which may not be released to third parties under law. Notwithstanding the foregoing, the term Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Vendor; (ii) is disclosed by Vendor with the prior written approval of HCSD; (iii) is independently developed by Vendor without use of HCSD's Confidential Information, provided that Vendor substantiates such independent development with contemporaneous documents; (iv) is received by Vendor from a third party who Vendor

has no reason to believe is restricted from disclosing the Confidential Information or (v) is intentionally disclosed by HCSD to a third party without restriction on disclosure. This information and includes, but is not limited to education records as that term is defined in, Florida Statutes § 1002.221, 20 U.S.C. § 1232(g), and 34 C.F.R. Part 99.

1.4. **Effective Date**. The term "**Effective Date**" has the meaning set out in the introduction to the Recitals.

1.5. **FERPA**. The term "**FERPA**" means the Family Educational Rights and Privacy Act set forth at 20 U.S.C. § 1232g and the regulations promulgated thereunder at 34 CFR § 99.3, and as the same may be amended from time-to-time.

1.6. **Other Agreements**. The term "**Other Agreements**" means any agreement entered into between the Parties besides this Agreement.

1.7. **Party** or **Parties**. The term "**Party**" or "**Parties**" means: (i) HCSD, (ii) Vendor; or (iii) HCSD and Vendor, as the context permits.

1.8. **Personal Information**. The term "**Personal Information**" has the meaning set out inapplicable statutes laws and includes, but is not limited to education records as that term is defined in Florida Statutes §1002.221, 20 U.S.C. §1232(g), and 34 C.F.R. Part 99.

1.9. **Personally Identifiable Information**. The term "**Personally Identifiable Information**" means (i) information that could reasonably be used to identify you, including your name, home address, email address, birth date, credit card information, telephone number, or any combination of this information or similar information that could be used to personally identify you, and (ii) any other personally identifiable information from paper and electronic student education records as that term is used in FERPA, and as the same may be amended from time-to-time.

1.10. **HCSD Protected Information**. The term "**HCSD Protected Information**" means, collectively: (i) Personal Information, (ii) Confidential Information; and, (iii) Personally Identifiable Information.

1.11. **Services**. The term "**Services**" means any goods or services that a Party provides to the other Party pursuant to Other Agreements.

2. HCSD Protected Information; Provision and Use.

2.1. **Provision of HCSD Protected Information**. Throughout the course of performance of a Party's obligations under Other Agreements, Vendor may receive, or obtain access to, HCSD Protected Information from or on the behalf of HCSD, its students and other persons or entities, for the use or benefit of HCSD (collectively, the "**HCSD Protected Information**"). Vendor hereby acknowledges and agrees that it shall only accept receipt of, or access to, HCSD Protected Information as is necessary for Vendor's performance of its duties and responsibilities pursuant to Other Agreements.

2.2. **Vendor Use of HCSD Protected Information; Non-Disclosure**. Vendor hereby acknowledges and agrees to hold HCSD Protected Information in strict confidence, and shall not use or disclose HCSD Protected Information except: (i) as is necessary for Vendor to fulfill its obligations to HCSD under applicable Other Agreements, (ii) as required by law; or (iii) as otherwise authorized in writing by HCSD (collectively, the "**Permitted Uses**"). Vendor agrees not to use HCSD Protected Information for any purpose other than the Permitted Uses. Notwithstanding anything to the contrary, in no event shall Vendor use or otherwise disclose HCSD Protected Information in a manner that conflicts with HCSD's interests.Vendor shall be entitled to disclose HCSD Protected Information on a need-to-know basis to its employees and

sub-Vendors provided such employees and sub-Vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement. Vendor shall not copy, transcribe or record any HCSD Protected Information without HCSD's prior written consent, or as is absolutely necessary to perform the Services.

2.3. **Disclosure of HCSD Protected Information**. In the event Vendor is required to disclose HCSD Protected Information by law either during or after the Term, Vendor shall promptly notify HCSD in order to provide HCSD an opportunity to seek a protective order or otherrelief. If, HCSD does not elect to seek, or is unable to obtain, a protective order or other relief, Vendor may disclose the required HCSD Protected Information without liability hereunder; provided, however, that Vendor first gives HCSD written notice of the specific HCSD Protected Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving HCSD Protected Information uses at least the same degree of care in safeguarding the disclosed HCSD Protected Information as Vendor is obligated to use pursuant to this Agreement.

2.4. **Standard of Care**. Vendor hereby represents that it has implemented appropriate measures to protect against the unauthorized release of HCSD Protected Information and agrees that it shall protect all HCSD Protected Information it receives according to commercially acceptable standards, but in no event, less rigorously than it protects its own Protected Information, and not less than reasonable care and diligence.

2.5. **Ownership of HCSD Protected Information**. Vendor acknowledge and agrees that, as between the Parties, HCSD Protected Information is the sole and exclusive property of HCSD.

2.6. **No Data Mining; No Marketing.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not otherwise use any Data to advertise or market to students or their parents. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.

3. **Breach.**

3.1 **Notification of Breach.** In addition to Vendor's responsibilities under the law, Vendor shall immediately upon discovery report to HCSD in writing (i) any Breach of Security in software or systems under the control of Vendor, involving HCSD Protected Information , or (ii) any use or disclosure of HCSD Protected Information other than the Permitted Uses (each, a "Report"). Vendor shall fully cooperate with HCSD with respect thereto. Each Report shall include, at a minimum: (i) the nature of the unauthorized use or disclosure, (ii) the HCSD Protected Information used or disclosed, (iii) who made the unauthorized use and received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,
(v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure; and, (vi) any other information, including a written report, as reasonably requested by HCSD.

3.2 **Incident Response Plan.** Vendor shall have a written incident response plan, to include prompt notification to HCSD in the event of a security or privacy incident, as well as best practices for responding to a breach of HCSD Protected Information and Data, in software or systems under the control of Vendor. Provider agrees to share its incident response plan upon request. Upon the occurrence of any actualor suspected unauthorized use or disclosure of HCSD Protected Information and Data.Vendor shall take reasonable steps to minimize or mitigate the risk of harmful or potentially harmful effects resulting from said actual or suspected unauthorized use or disclosure.

4. **HCSD Disclaimer of Warranties.** HCSD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HCSD PROTECTED INFORMATION (AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. **Vendor Indemnification.** Vendor shall indemnify, defend and hold HCSD harmless from and against all claims, actions, suits and proceedings resulting from Vendor's breach of any of its obligations under this Agreement including, but not limited to (i) (a) the cost of notification of affected persons, (b)third party credit monitoring services, (c) establishing and maintaining a call center in the event of a Data Security Breach; and (d) costs of an investigation (including computer forensic work) to assess and/or mitigate the effects of a Data Security Breach in software or systems under the control of Vendor, and (ii) HCSD's costs and reasonable attorneys' fees which arise as a result of Vendor's breach of any of its obligations under this Agreement, or other failure to safeguard HCSD Protected Information in software or systems under the control of Vendor as provided in this Agreement. Vendor shall indemnify HCSD for all losses, damages, liabilities, judgments, penalties, fines and expenses incurred by HCSD in any such claim, action, suit or proceeding.

6. **Limitations on Liability; Consequential Damages Waiver.** EXCEPT FOR A CLAIM FOR INDEMNIFICATION MADE PURSUANT TO SECTION 5 (Vendor Indemnification), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF SUCHPARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Compliance with Laws.**

7.1. General Compliance. Vendor acknowledges and agrees to comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies that relate to the subject matter of this Agreement. Such laws include, but are not limited to, the following:

7.1.1. Compliance with the HIPPA. Vendor hereby acknowledge and agrees that, before the Effective Date, it shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically and physically stored (including, but not limited to, all paper copies) maintained or transmitted Personal Information that is in full compliance and otherwise consistent with the provisions of HIPPA. Prior to Vendor's receipt of Personal Information, Vendor shall provide to HCSD a written certification that it has a written, comprehensive informationsecurity program, and that Vendor shall ensure that any sub-Vendors it engages that receives, or is given access to, Personal Information by Vendor is in compliance with the requirements set out in this Section 7.1.1.

7.1.2. Compliance with FERPA. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as set forth in 34 CFR § 99.00 et seq. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, Personally Identifiable Information from education records except as authorized by the HCSD in writing.

7.2. Order of Precedence for Compliance with Laws. The Parties acknowledge and agree that Vendor's obligations pursuant to this Agreement may be more onerous than those in an applicable law, rule or regulation. In the event that a particular law, rule or regulation is more protective of HCSD Protected Information than those obligations set out in this Agreement, Vendor shall comply with such law, rule or regulation (in addition to complying with its obligations under this Agreement). In the event that Vendor's obligations under this Agreement are more protective of HCSD Protected Information than those obligations set out in an applicable law, rule or regulation, than Vendor shall comply with its obligations under this

Agreement (in addition to complying with the applicable law, rule or regulation).

8. Term and Termination.

8.1. **Term**. This Agreement shall come into force and effect on the Effective Date and shall continue until terminated pursuant to Section 8.2 (Termination) (the "**Term**").

8.2. **Termination.**

8.2.1. **Termination for Convenience**. HCSD may terminate this Agreement at any time and for any reason upon giving Vendor written notice of such termination.

8.2.2. **Termination for Cause**. In the event that HCSD reasonably determines that Vendor has breached any of its obligation under this Agreement, HCSD may: (i) immediately terminate this Agreement for cause, (ii) provide Vendor with a notice of breach and, thereafter, provide the Vendor a five (5) day period to cure such breach; or (iii) require Vendor to submit to a plan to better monitor and protect HCSD Protected Information, and to notify HCSD of any breach.

8.2.3. **Insolvency**. In the event a Party makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) days, the other Party shall have the right to terminate this Agreement immediately upon providing written notice of such termination.

8.2.4. **Termination Without Prejudice to Other Rights and Remedies**. Termination of this Agreement shall be without prejudice to HCSD's other rights and remedies pursuant to this Agreement.

9. Effect of Termination.

9.1. **Return of HCSD Protected Information**. Upon termination or expiration of this Agreement for any reason, all written, electronic or other forms of media in which HCSD Protected Information is embodied along with all copies and extracts thereof, shall forthwith be delivered to HCSD, and all memoranda, notes, reports, designs, plans, schedules, lists and other writings prepared by Vendor based on HCSD Protected Information shall either be immediately delivered to HCSD or destroyed, as HCSD requests. Vendor shall promptly certify to HCSD in writing that it has complied with the requirements of this Section 9.1 (Return of HCSD Protected Information). Vendor acknowledges and agrees to comply with its obligations pursuant to this Section 9.1 (Return of HCSD Protected Information) within thirty (30) days of termination or expiration of this Agreement for any reason, or within such other time as the Parties mutually agree upon.

9.2. **Existing Obligations**. The termination of this Agreement for any reason shall not relieve either Party of any obligations to the other Party that arose prior to the termination.

9.3. **Survival**. The following Sections shall survive any termination or expiration of this Agreement:

Section 2.3	(Disclosure of HCSD Protected Information)
Section 2.5	(Ownership of HCSD Protected Information)
Section 5	(Indemnification)
Section 6	(Limitations on Liability; Consequential Damages Waiver)
Section 9	(Effect of Termination)
Section 10	(General)

10. General.

10.1. **Independent Vendors**. The Parties to this Agreement are independent Vendors, and no

agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by a Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of the other Party.

10.2. **Independence of Agreement**. This Agreement is separate from and independent of all other agreements between the Parties.

10.3. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial districts in which HCSD's principal place of business is located shall have jurisdiction over disputes under this Agreement (to theexclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.

10.4. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable advance notice of the assignment to the other Party.

10.5. **Force Majeure**. Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, changes in laws or regulations, or delay of essential materials or services. The Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within thirty (30) days of occurrence of the event.

10.6. **Severability; Waiver**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.7. **Headings**. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

10.8. **Notice**. In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be given in writing by personal delivery, registered mail, confirmed facsimile, or nationally recognized courier service, addressed to the respective Party at the addresses listed below (or such other address as subsequently notified in writing to the other Party). All such notices or other communications shall be deemed to have been given and received: (i) upon receipt, if personally delivered or sent by registered mail, (ii) when delivery is confirmed, if sent by courier service; and (iii) on the transmission date for facsimile communications, if such transmission is error-free and such communication is confirmed by a copy sent first class mail.

If to HCSD: 919 N. Broad Street
Brooksville, FL 34601

If to Vendor: ZeroEyes 555 East North Lane

Conshohocken, PA 19428

10.9. Additional Obligations. The Parties acknowledge and agree that Vendor's obligations under this Agreement are in addition to any other obligations which Vendor has to HCSD as aresult of Other Agreements or other instruments.

10.10. Order of Precedence. The Parties agree that if a conflict arises between this Agreement and any Other Agreement, then the term or provision of this Agreement shall control.

10.11. Counterparts. This Agreement may be executed in one or more counterparts, delivered electronically, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

10.12. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

HCSD

3/28/2022

By: Douglas Parrish
Name: Douglas Parrish
Title: Senior Vice President

By: JOHN STRATTON
Name: SUPERINTENDENT
Title:

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Contingent on Millage or Hardening Grant Funding - will only be spent if and when funding comes through

Account Name: Various accounts - Millage or Hardening Grant remodeling Office of Safe Schools County Wide Safety/ County Wide Safety Grant/millage

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1120/ 3XXX	7900/7400	6800	9551	00106/M205X	70040/xxx

Amount $ 250,000.00

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $ 0.00

Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 32. 23-1215 2/14/2023

Title and Board Action Requested

Approve the purchase to continue and expand Armoured One 23 mil Window Film from Sole Source vendor Armoured One not to exceed $200,000.00 annually contingent on Safety Grant funding and/or Millage funding.

Executive Summary

The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase to continue and expand Armoured One 23 mil Window Film to be installed throughout the District in various locations in an effort to enhance School Safety from Sole Source vendor Armoured One and authorize the purchase not to exceed $200,000.00 annually contingent on Grant funding and/or Millage funding.

My Contact

Jill Renihan
Director of Safe Schools
Renihan_j@hcsb.k12.fl.us
352-797-7233

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $ 200,000.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: Contingent on Millage or Hardening Grant Funding - will only be spent if and when funding comes through

Account Name: Various accounts - Millage or Hardening Grant remodeling Office of Safe Schools County Wide Safety/ County Wide Safety Grant/millage

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1120/ 3XXX	7900/7400	6800	9551	00106/M205X	70040/xxx

Amount $ 200,000.00

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $ 0.00

Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 33. 23-1232 2/14/2023

Title and Board Action Requested
Approve the agreement and authorize the purchase of Microsoft licensing from Insight for $196,668.00

Executive Summary
The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the Educational Enterprise Agreement with Microsoft for Volume Licensing. This is being purchased through Insight, a Microsoft re-seller. The cost of $196,668.00 is based on staff FTE count. This licensing provides access for students, staff and administrators to necessary Microsoft products including, but not limited to Microsoft Windows, Microsoft Office Suite (Word, Excel, One Note, Power Point, etc.) as well as all necessary programs and systems to allow the Technology and Information Services Department to administer and maintain all servers, devices and systems for the District and students, and as such is mission critical.

My Contact
Joseph Amato
Director of Technology and Information Services
52) 797-7006 ext. 102

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 196,668.00 see attached budget sheet. The cost for the previous fiscal year was $ 156,546.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	81216722

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Campus and School Agreement	X20-11402
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	HERNANDO COUNTY SCHOOL DISTRICT
Signature*	Approved as to Form
Printed First and Last Name*	*Nancy McClain Alfonso*
Printed Title	General Counsel, HCSB
Signature Date*	
Tax ID	

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature	*David Kanasoot*
Printed First and Last Name	David Kanasoot
Printed Title	Authorized Signer
Signature Date (date Microsoft Affiliate countersigns)	1/19/2023
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	Approved as to Form
Signature*	*Nancy McClain Alfonso*
Printed First and Last Name*	
Printed Title	General Counsel, HCSB
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Campus and School Agreement

This agreement is entered into by the entities identified on the signature form.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product Terms, (3) the Online Services Terms, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at the Licensing Site as of the effective date of this agreement.

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Terms and Conditions

1. Definitions.

In this agreement, the following definitions apply:

"Affiliate" means

a. If Institution is a non-public entity, then, with regard to Institution, "Affiliate" means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that controls, is controlled by, or is under common control with Institution.

b. If Institution is a public entity, then, with regard to Institution, "Affiliate" means, any Qualified Educational User that is:

   (i) within the administrative control or supervision of Institution, or

   (ii) expressly authorized by Institution to purchase as its affiliate.

c. with regard to Microsoft, any entity that controls, is controlled by, or is under common control with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, "Healthcare Institutions"), "control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity. For Healthcare Institutions, "control" means that Institution is the sole owner of the Healthcare Institution or the only entity with the power to direct the management and policies of the Healthcare Institution's day-to-day operations.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through the use of Online Services.

"Education Qualified User" has the definition provided in the Enrollment.

"Enrollment" means the document that Institution submits under this agreement to place orders for Products.

"day" means a calendar day.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Institution to address a specific issue.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at http://www.microsoft.com/licensing/contracts) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Licensed Period" means the period of time beginning on the effective date specified in the Enrollment and continuing for the period of time specified in the Enrollment.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Institution's use of Online Services published on the Licensing Site and updated from time to time.

"Organization" means the organization Institution defines in its Enrollment.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Student" means any individual enrolled in any educational institution that is part of the Organization, whether on a full-time or part-time basis.

"use" or "run" means to copy, install, use, access, display, run, or otherwise interact with.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

"Users" means Institution, Education Qualified Users, and Students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution's open access labs or libraries.

2. *License for Products.*

a. **License Grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses.

c. **Applicable Use Rights.** The latest Use Rights, as updated from time to time, apply to the use of all Products, subject to the following exceptions.

(i) **For Versioned Software:** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and the Organization chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment.

(ii) **For all other Products:** Material adverse changes published after the start of the subscription period will not apply during the subscription term.

d. **Downgrade Rights.** Organization may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **License Confirmation.** This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under an Enrollment.

3. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in this agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Enrollment.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Institution is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Institution must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this agreement or Product documentation, Institution must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend, any Products, Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Institution any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Institution may make as many copies of Products as it needs to distribute them within the Organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may use a third party to make these copies, but Institution is agreed it will be responsible for any third party's actions. Institution agrees to make reasonable efforts to notify its Users that the Products are licensed from Microsoft and subject to the terms of this agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Institution may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(iii) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(iv) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(v) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(vi) Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Institution may transfer only fully-paid perpetual licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of part of the Organization or (2) a merger involving any part of the Organization.

Upon such transfer, the divested or merged part of the Organization must uninstall and discontinue using the licensed Products and render any copies unusable.

b. **Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from the Licensing Site, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the Licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single User or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

6. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect the other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

7. Privacy and compliance with laws.

a. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Institution will obtain all required consents from third parties (including Institution's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

8. Term and termination.

a. **Effective date.** The effective date of this agreement will be the earlier of either the date the agreement is executed by Microsoft or the effective date of the first Enrollment.

b. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

c. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment.

e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

f. **Program updates.** Microsoft may make changes to this program that will make it necessary for Institution to enter into a new agreement and Enrollment at the time of an Enrollment renewal.

9. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.

The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use in a manner inconsistent with this agreement. including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Institution is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

10. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The

party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Institution against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Institution's license and refund any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Institution's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Institution.** To the extent permitted by applicable law, Institution will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Institution's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Institution's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

11. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Institution was required to pay for the applicable Products during the term of this agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Institution for any incident giving rise to a claim will not exceed the amount Institution paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

12. Verifying compliance.

a. **Right to verify compliance.** Institution must keep records relating to all use and distribution of Products by Institution and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Institution must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Institution hosts, sublicenses, or distributes to third parties. Institution agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Institution must order sufficient licenses to cover its use, and

(2) if unlicensed use or distribution is 5% or more, Institution must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and Institution price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual install base. If there is no unlicensed use, Microsoft will not subject Institution to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

c. **Verification process.** Microsoft will notify Institution at least 30 days' in advance of its intent to verify Institution's compliance with the license terms for the Products Institution and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Institution's operations.

d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to use the Products. Accordingly, Institution must:

(i) Notify all Users in advance of using the Products that:

1) their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;

2) they are allowed to run the Products only during the Licensed Period;

3) if this agreement is terminated, or an Enrollment expires and Institution does not purchase perpetual Licenses for the Products ordered under the Enrollment, then all Products run under this agreement or the applicable Enrollment must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;

(ii) Periodically publish in an Organization-wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product Terms and Use Rights;

(iii) Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and

(iv) Provide all reasonable assistance and cooperation Microsoft requests to investigate and remedy any unauthorized use of the Products by Users.

If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

13. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Institution and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Institution is free to enter into agreements to license, use, or promote non-Microsoft products or services.

e. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights from time to time, subject to the terms of this agreement. Any additional or conflicting terms and conditions contained in Institution's or a reseller's purchase order are expressly rejected and will not apply. Microsoft may require Institution to sign a new agreement or an amendment to an existing agreement before processing a new order or entering into an Enrollment.

f. **Assignment.** Either party may assign this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction with federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

   The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.

l. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Institution shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and that Microsoft is permitted to collect from Institution under applicable law. Institution shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products by Institution to the Organization. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

   If any taxes are required to be withheld on payments made to Microsoft, Institution may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that, Institution promptly secures and delivers to Microsoft an official receipt for those withholdings and other documents Microsoft reasonably requests to claim a foreign tax credit or refund. Institution must ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **Management and reporting.** Institution must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or its successor site) at https://www.microsoft.com/licensing/servicecenter. On the effective date of this agreement and any Enrollments, the contact(s) Institution has identified for this purpose will be provided access to this site and may authorize additional users and contacts.

n. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order, from highest to lowest priority: (1) this Campus and School Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this agreement, and (6) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments, concerning the same subject matter.

o. **FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.

Electronically Subm

Microsoft Volume Licensing

Enrollment for Education Solutions

Enrollment Number *Microsoft to complete*	75758282	Qualifying Enrollment Number (if applicable) *Partner to complete*	
Previous Enrollment Number (if applicable) *Partner to complete*			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

☒	12 Full Calendar Months	☐	36 Full Calendar Months

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

"Customer," as used in certain supplemental forms (for example, the signature form), has the same meaning as "Institution."

"Education Platform Product" means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

"Education Qualified User" means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

"Expiration Date" means the date upon which the Enrollment expires.

"Institution" means the entity that is (1) a Qualified Educational User (as defined at http://www.microsoft.com/licensing/contracts) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"Organization-wide Count" means the total number of Education Qualified Users in the Organization as listed in the "Licensing options; rights and restrictions" table included in this Enrollment.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Qualified Device" means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. "Qualifying Enrollment" means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution's Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

"Student Count" means the total number of Students in the Organization as listed in the "Licensing options; license rights and restrictions" table included in this Enrollment.

"Student Qualified Device" means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. *Order requirements.*

a. **Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

(i) One Education Platform Product for an Organization-wide Count of at least 1,000; or

(ii) One Education Platform Product for a Student Count of at least 1,000;or

(iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

b. Additional Products. Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.

c. Use Rights for Education Platform Products. For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.

d. Country of usage. Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.

f. Adding Products.

(i) Adding new Products not previously ordered. New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.

(iii) Invoicing. Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

g. **Annual orders.** Institution must submit annual orders as follows:

(i) **Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.

(ii) **Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:

1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.

(iii) **Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.

h. **Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.

i. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (https://www.microsoft.com/licensing/servicecenter) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.

j. **Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. *Pricing.*

a. **Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

(i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.

(ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.

b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
☒	1,000	A
☐	3,000	B
☐	10,000	C
☐	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
☐	1,000	A
☐	3,000	B
☐	10,000	C
☒	25,000	D

c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. *Qualifying systems Licenses.*

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. *End of Enrollment term and termination.*

a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.

b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.

c. **If Institution elects not to renew.**

(i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.

(ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.

e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Electron

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select* ***only one*** *option.*

☐	**Institution and all of its Affiliates,** departments and school locations (*do not* list any entity in the below list)
☒	**Institution only** (including all of its departments and school locations, but not including any Affiliates) (*do not* list any entity in the below list)
☐	**Institution *plus* the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations** (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
☐	**Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations** (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (*e.g.*, a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.

b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	☒	2700
2. Students	☒	35000

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.

b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * HERNANDO COUNTY SCHOOL DISTRICT
Contact name: First* Karen **Last*** Klingensmith
Contact email address* klingensmith_k@hcsb.k12.fl.us
Street address* 8050 MOBLEY RD
City* BROOKSVILLE
State/Province* FL
Postal code* 34601-9061-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone (352) 797-7006
Tax ID
** indicates required field*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Karen **Last*** Klingensmith
Contact email address* klingensmith_k@hcsb.k12.fl.us
Street address* 8050 MOBLEY RD
City* BROOKSVILLE
State/Province* FL
Postal code* 34601-9061-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone (352) 797-7006

Language preference. Choose the language for notices. English
☐ This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.
** indicates required field*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Karen **Last*** Klingensmith
Contact email address* klingensmith_k@hcsb.k12.fl.us
Phone (352) 797-7006

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted) * 6820 South Harl Avenue
City* Tempe
State/Province* AZ
Postal code* 85283-4318
Country* United States
Contact name: First* Software **Last*** *Contract Support
Phone 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Software *Contract Support

Printed name* Software *Contract Support
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact
(ii) Software Assurance Manager
(iii) Subscriptions Manager
(iv) Customer Support Manager (CSM) contact

Electronically Submitted

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Electronically Submitted

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor: Insight Public Sector, Inc.

Erica Falchetti

Printed Name: Erica Falchetti
Title: Sr. SLED Market Leader
Date: 1/10/2023

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Standard Addendum to Agreements - HCSB-05.24.22 3

Final Audit Report 2023-01-10

Created:	2023-01-10
By:	Hannah Benton (Hannah.Benton@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxZDBitQWmJ3wEpOrysyCjHzXfarkVHwS

"Standard Addendum to Agreements - HCSB- 05.24.22 3" History

Document created by Hannah Benton (Hannah.Benton@insight.com)
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Document e-signed by Erica Falchetti (erica.falchetti@insight.com)
Signature Date: 2023-01-10 - 6:57:44 PM GMT - Time Source: server

Agreement completed.
2023-01-10 - 6:57:44 PM GMT

Hernando County Schools

Quotation: Hernando County Schools
Date: 12/6/22
Enrollment: TBD
Exp Date: Unknown
Months Remaining: Unknown (quote is for 12 months)

Part Number	Product Description
AAD-38391	M365 A3 Unified Edu Sub Per User
AAD-38397	M365 A3 Unified Edu Sub Student Use Benefit Per User
W76-00001	Defender O365 P1 Edu Sub Per User
W76-00002	Defender O365 P1 Edu Sub Per User Student Benefit
RQL-00001	M365 Apps Enterprise Devices Edu Sub Add-on

Customer understands and acknowledges that it is obtaining the software Products directly from M
All warranties relating to such Pro

http://www.insight.com/azureterms

Requested by: Kris Tapia
Prepared by: Spencer Ingram

Offering	Level	Unit Price	Qty
Faculty	A	$ 57.45	2700
Student	NON	$ -	35000
Additional	NON	$ 15.39	2700
Student	NON	$ -	35000
Additional	NON	$ -	35000

Annual

Total

icrosoft Corporation and that Insight provides no warranty to Customer covering the Products purc
›ducts are granted solely by Microsoft Corporation.

Extended
$ 155,115.00
$ -
$ 41,553.00
$ -
$ -

$ 196,668.00

$ 196,668.00

hased hereunder.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	Gen.Fund	Admin.Tech	Tech Rentals	TIS Division	Pulic School Tech	
Account Number	1100E	8200	3690	9220	45700	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 0.00		$ 571,118.50		$ (217,9638.76)		$ 353,149.74		$ (196,668.00)		$ 156,481.74

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name						
Account Number						

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $ 156,546.00
Prior Year Actual Spent: $ 156,546.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 34. 23-1235 2/14/2023

Title and Board Action Requested
Approve the amendment to the piggyback of Sourcewell Cooperative, RFP #080819 for Flooring Materials, with Related Supplies and Services awarded to Tarkett USA Inc. to increase the estimated spending to $1,400,000.00.

Executive Summary
The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board to amend the spending on this piggyback contract from $500,000.00 to $1,400,000.00 for carpet replacement at schools throughout the county. Contract pricing remains unchanged with this board action. The current contract expires on 10/11/2023, the Maintenance budget for this item must be contracted, installed and invoices paid prior to June 30, 2023, thus the need to raise the maximum award number now with this board action.

This amendment is a request to increase the estimated spending on this piggyback contract awarded to Tarkett USA. Inc.

HCSB Bid #20-914-27 PB has been assigned for internal tracking purposes.

My Contact
Brian Still
Director of Maintenance
352-797-7071

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $1,400,000.00, see attached budget sheet. The cost for the previous fiscal year was $152,614.55.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: February 14, 2023

Bid No. 20-914-27 PB

Bid Title: Flooring Materials with Related Supplies and Services

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s) ☐Request for Proposal(s) ☐Low Bid(s) Meeting Specification ☐Rejection/Cancellation
☐Revised Award ☐Renewal of Contract ☐Sole Source ☐Re-Award (Partial/Whole)
☐Bid Termination ☐Revisions/Amendments to Bid ☐Bid Extension ☐Emergency
☒Piggyback Cooperative

Bid Contract Period: 03/10/2020 through 10/11/2023 ☐ N/A – One Time Purchase
Amended: 02/14/2023 through 10/11/2023

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Hourly Rates, Fees and/or Percentages

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
	1		1	

Rationale/Reason: Piggybacking Sourcewell, a State of Minnesota local government agency and service cooperative, RFP #080819 for Flooring Materials, with Related Supplies and Services awarded to Tarkett USA, Inc. (Tandus). Hernando County School District Bid #20-914-27 PB has been assigned for internal tracking purposes. 02/14/2023: Amended to increase total estimated annual spending.

Bidders Electronically Downloaded From Public Purchase Website: n/a	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	**N/A – Bids Not Required:** Piggyback

Submitted By: Neil D. McDonald
Director of Purchasing & Warehousing

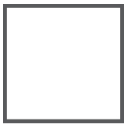
School(s): District Wide

Requested By: Brian Still
Director of Maintenance

Department(s): Maintenance

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 2027



MODULAR

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

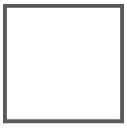
Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

MODULAR							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11648	2nd Power II	GU	ethos® Modular with Omnicoat	$59.36	36.93%	$37.44	SY
11648	2nd Power II	CF	Flex Aire® Cushion	$60.63	36.15%	$38.71	SY
11648	2nd Power II	CR	Flex Aire® Cushion RS	$61.91	35.41%	$39.99	SY
02578	Abrasive Action II	GU	ethos® Modular with Omnicoat	$129.09	41.60%	$75.39	SY
02578	Abrasive Action II	CF	Flex Aire® Cushion	$130.36	41.19%	$76.66	SY
02578	Abrasive Action II	CR	Flex Aire® Cushion RS	$131.64	40.79%	$77.94	SY
04255	Accentuate	GU	ethos® Modular with Omnicoat	$64.20	42.13%	$37.16	SY
04255	Accentuate	CF	Flex Aire® Cushion	$65.48	41.30%	$38.43	SY
04255	Accentuate	CR	Flex Aire® Cushion RS	$66.75	40.52%	$39.71	SY
03026	Aftermath II	GU	ethos® Modular with Omnicoat	$49.99	34.32%	$32.84	SY
03026	Aftermath II	CF	Flex Aire® Cushion	$51.27	33.47%	$34.11	SY
03026	Aftermath II	CR	Flex Aire® Cushion RS	$52.54	32.66%	$35.39	SY
11016	Aggregate	GU	ethos® Modular with Omnicoat	$37.36	28.35%	$26.77	SY
11016	Aggregate	CF	Flex Aire® Cushion	$38.64	27.41%	$28.05	SY
11016	Aggregate	CR	Flex Aire® Cushion RS	$39.91	26.53%	$29.32	SY
G0052	Aida Cloth	GC	ethos® Modular with Omnicoat	$64.07	30.17%	$44.74	SY
11613	Alight Edit	GU	ethos® Modular with Omnicoat	$32.69	24.44%	$24.70	SY
11613	Alight Edit	CF	Flex Aire® Cushion	$33.97	23.53%	$25.98	SY
11613	Alight Edit	CR	Flex Aire® Cushion RS	$35.24	22.67%	$27.25	SY
02931	All Star	GU	ethos® Modular with Omnicoat	$70.69	40.28%	$42.22	SY
02931	All Star	CF	Flex Aire® Cushion	$71.96	39.56%	$43.49	SY
02931	All Star	CR	Flex Aire® Cushion RS	$73.24	38.88%	$44.77	SY
G0007	Allee'	GC	ethos® Modular with Omnicoat	$95.30	38.77%	$58.35	SY
G0043	Allium	GC	ethos® Modular with Omnicoat	$102.81	49.06%	$52.37	SY

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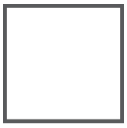
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Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

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Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
G0015	Andros	GC	ethos® Modular with Omnicoat	$87.83	36.66%	$55.63	SY
04655	Angulate	GU	ethos® Modular with Omnicoat	$89.63	44.21%	$50.00	SY
04655	Angulate	CF	Flex Aire® Cushion	$90.90	43.59%	$51.27	SY
04655	Angulate	CR	Flex Aire® Cushion RS	$92.18	42.99%	$52.55	SY
02803	Applause III	GU	ethos® Modular with Omnicoat	$62.34	39.15%	$37.93	SY
02803	Applause III	CF	Flex Aire® Cushion	$63.61	38.36%	$39.21	SY
02803	Applause III	CR	Flex Aire® Cushion RS	$64.89	37.61%	$40.48	SY
04837	Assertive Action	GU	ethos® Modular with Omnicoat	$97.20	41.07%	$57.29	SY
04837	Assertive Action	CF	Flex Aire® Cushion	$98.48	40.53%	$58.56	SY
04837	Assertive Action	CR	Flex Aire® Cushion RS	$99.75	40.02%	$59.84	SY
04838	Assertive Rib	GU	ethos® Modular with Omnicoat	$101.56	44.69%	$56.18	SY
04838	Assertive Rib	CF	Flex Aire® Cushion	$102.84	44.13%	$57.45	SY
04838	Assertive Rib	CR	Flex Aire® Cushion RS	$104.11	43.59%	$58.73	SY
04839	Assertive Stria	GU	ethos® Modular with Omnicoat	$116.50	47.09%	$61.64	SY
04839	Assertive Stria	CF	Flex Aire® Cushion	$117.77	46.58%	$62.92	SY
04839	Assertive Stria	CR	Flex Aire® Cushion RS	$119.05	46.08%	$64.19	SY
04840	Avant	GU	ethos® Modular with Omnicoat	$78.71	46.32%	$42.25	SY
04840	Avant	CF	Flex Aire® Cushion	$79.98	45.58%	$43.52	SY
04840	Avant	CR	Flex Aire® Cushion RS	$81.26	44.87%	$44.80	SY
11339	Balance	GU	ethos® Modular with Omnicoat	$43.67	32.33%	$29.55	SY
11339	Balance	CF	Flex Aire® Cushion	$44.94	31.41%	$30.83	SY
11339	Balance	CR	Flex Aire® Cushion RS	$46.22	30.55%	$32.10	SY
11501	Bindery	GU	ethos® Modular with Omnicoat	$41.23	34.32%	$27.08	SY
11501	Bindery	CF	Flex Aire® Cushion	$42.51	33.29%	$28.36	SY



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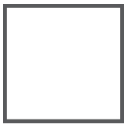
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11501	Bindery	CR	Flex Aire® Cushion RS	$43.78	32.32%	$29.63	SY
11471	Blockade	GU	ethos® Modular with Omnicoat	$58.14	35.39%	$37.56	SY
11471	Blockade	CF	Flex Aire® Cushion	$59.41	34.63%	$38.84	SY
11471	Blockade	CR	Flex Aire® Cushion RS	$60.69	33.90%	$40.11	SY
11439	Braided	GU	ethos® Modular with Omnicoat	$67.11	36.80%	$42.41	SY
11439	Braided	CF	Flex Aire® Cushion	$68.38	36.11%	$43.69	SY
11439	Braided	CR	Flex Aire® Cushion RS	$69.66	35.45%	$44.96	SY
A0002	Cache Tweed	GU	ethos® Modular with Omnicoat	$58.80	36.14%	$37.55	SY
A0002	Cache Tweed	CF	Flex Aire® Cushion	$60.08	35.37%	$38.83	SY
A0002	Cache Tweed	CR	Flex Aire® Cushion RS	$61.35	34.64%	$40.10	SY
11359	Capture	GU	ethos® Modular with Omnicoat	$38.20	29.58%	$26.90	SY
11359	Capture	CF	Flex Aire® Cushion	$39.48	28.63%	$28.17	SY
11359	Capture	CR	Flex Aire® Cushion RS	$40.75	27.73%	$29.45	SY
04843	Cartography	GU	ethos® Modular with Omnicoat	$65.41	44.40%	$36.37	SY
04843	Cartography	CF	Flex Aire® Cushion	$66.69	43.55%	$37.64	SY
04843	Cartography	CR	Flex Aire® Cushion RS	$67.96	42.73%	$38.92	SY
11183	Chain Reaction	GU	ethos® Modular with Omnicoat	$67.05	36.99%	$42.25	SY
11183	Chain Reaction	CF	Flex Aire® Cushion	$68.33	36.30%	$43.52	SY
11183	Chain Reaction	CR	Flex Aire® Cushion RS	$69.60	35.64%	$44.80	SY
03747	Change II	GU	ethos® Modular with Omnicoat	$72.07	40.30%	$43.03	SY
03747	Change II	CF	Flex Aire® Cushion	$73.34	39.60%	$44.30	SY
03747	Change II	CR	Flex Aire® Cushion RS	$74.62	38.92%	$45.58	SY
03974	City Walk	GU	ethos® Modular with Omnicoat	$38.96	36.40%	$24.78	SY
03974	City Walk	CF	Flex Aire® Cushion	$40.24	35.24%	$26.05	SY



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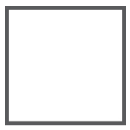
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03974	City Walk	CR	Flex Aire® Cushion RS	$41.51	34.16%	$27.33	SY
04628	Code	GU	ethos® Modular with Omnicoat	$88.61	44.34%	$49.32	SY
04628	Code	CF	Flex Aire® Cushion	$89.88	43.71%	$50.59	SY
04628	Code	CR	Flex Aire® Cushion RS	$91.16	43.10%	$51.87	SY
11644	Color Spectrum II	GU	ethos® Modular with Omnicoat	$65.02	39.72%	$39.19	SY
11644	Color Spectrum II	CF	Flex Aire® Cushion	$66.29	38.96%	$40.47	SY
11644	Color Spectrum II	CR	Flex Aire® Cushion RS	$67.57	38.23%	$41.74	SY
11128	Colorknit	GU	ethos® Modular with Omnicoat	$47.61	31.56%	$32.58	SY
11128	Colorknit	CF	Flex Aire® Cushion	$48.88	30.74%	$33.86	SY
11128	Colorknit	CR	Flex Aire® Cushion RS	$50.16	29.96%	$35.13	SY
11130	Colormap	GU	ethos® Modular with Omnicoat	$52.82	34.70%	$34.49	SY
11130	Colormap	CF	Flex Aire® Cushion	$54.10	33.88%	$35.77	SY
11130	Colormap	CR	Flex Aire® Cushion RS	$55.37	33.10%	$37.04	SY
11614	Connect Edit	GU	ethos® Modular with Omnicoat	$32.69	24.44%	$24.70	SY
11614	Connect Edit	CF	Flex Aire® Cushion	$33.97	23.53%	$25.98	SY
11614	Connect Edit	CR	Flex Aire® Cushion RS	$35.24	22.67%	$27.25	SY
11328	Continuum	GU	ethos® Modular with Omnicoat	$63.65	36.73%	$40.27	SY
11328	Continuum	CF	Flex Aire® Cushion	$64.93	36.01%	$41.55	SY
11328	Continuum	CR	Flex Aire® Cushion RS	$66.20	35.32%	$42.82	SY
11570	Corded Cloth	GU	ethos® Modular with Omnicoat	$40.49	28.30%	$29.03	SY
11570	Corded Cloth	CF	Flex Aire® Cushion	$41.76	27.44%	$30.30	SY
11570	Corded Cloth	CR	Flex Aire® Cushion RS	$43.04	26.62%	$31.58	SY
11577	Corollary	GU	ethos® Modular with Omnicoat	$50.31	37.16%	$31.62	SY
11577	Corollary	CF	Flex Aire® Cushion	$51.59	36.24%	$32.89	SY

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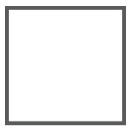
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11577	Corollary	CR	Flex Aire® Cushion RS	$52.86	35.36%	$34.17	SY
G0032	Correlate	GC	ethos® Modular with Omnicoat	$87.83	37.51%	$54.88	SY
01957	Crayon	GU	ethos® Modular with Omnicoat	$79.31	42.91%	$45.27	SY
01957	Crayon	CF	Flex Aire® Cushion	$80.58	42.23%	$46.55	SY
01957	Crayon	CR	Flex Aire® Cushion RS	$81.86	41.58%	$47.82	SY
04852	Dot Matrix	GU	ethos® Modular with Omnicoat	$81.19	44.05%	$45.42	SY
04852	Dot Matrix	CF	Flex Aire® Cushion	$82.46	43.37%	$46.70	SY
04852	Dot Matrix	CR	Flex Aire® Cushion RS	$83.74	42.71%	$47.97	SY
A0010	Double Boucle	GU	ethos® Modular with Omnicoat	$47.48	36.95%	$29.93	SY
A0010	Double Boucle	CF	Flex Aire® Cushion	$48.75	35.99%	$31.21	SY
A0010	Double Boucle	CR	Flex Aire® Cushion RS	$50.03	35.07%	$32.48	SY
11366	Early Bloom	GU	ethos® Modular with Omnicoat	$62.32	38.01%	$38.63	SY
11366	Early Bloom	CF	Flex Aire® Cushion	$63.60	37.25%	$39.91	SY
11366	Early Bloom	CR	Flex Aire® Cushion RS	$64.87	36.52%	$41.18	SY
11573	Earthbound	GU	ethos® Modular with Omnicoat	$47.05	33.88%	$31.11	SY
11573	Earthbound	CF	Flex Aire® Cushion	$48.33	32.99%	$32.39	SY
11573	Earthbound	CR	Flex Aire® Cushion RS	$49.60	32.14%	$33.66	SY
11615	Edge Edit	GU	ethos® Modular with Omnicoat	$32.69	24.44%	$24.70	SY
11615	Edge Edit	CF	Flex Aire® Cushion	$33.97	23.53%	$25.98	SY
11615	Edge Edit	CR	Flex Aire® Cushion RS	$35.24	22.67%	$27.25	SY
11175	Edifice	GU	ethos® Modular with Omnicoat	$60.91	34.51%	$39.89	SY
11175	Edifice	CF	Flex Aire® Cushion	$62.19	33.80%	$41.17	SY
11175	Edifice	CR	Flex Aire® Cushion RS	$63.46	33.12%	$42.44	SY
11611	Electric Edit	GU	ethos® Modular with Omnicoat	$32.69	24.44%	$24.70	SY



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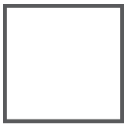
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11611	Electric Edit	CF	Flex Aire® Cushion	$33.97	23.53%	$25.98	SY
11611	Electric Edit	CR	Flex Aire® Cushion RS	$35.24	22.67%	$27.25	SY
04468	Element	GU	ethos® Modular with Omnicoat	$76.56	43.54%	$43.22	SY
04468	Element	CF	Flex Aire® Cushion	$77.83	42.83%	$44.50	SY
04468	Element	CR	Flex Aire® Cushion RS	$79.11	42.14%	$45.77	SY
11141	Elysian	GU	ethos® Modular with Omnicoat	$72.59	40.52%	$43.18	SY
11141	Elysian	CF	Flex Aire® Cushion	$73.87	39.82%	$44.45	SY
11141	Elysian	CR	Flex Aire® Cushion RS	$75.14	39.15%	$45.73	SY
11600	Emaline	GU	ethos® Modular with Omnicoat	$46.84	32.87%	$31.44	SY
11600	Emaline	CF	Flex Aire® Cushion	$48.12	32.00%	$32.72	SY
11600	Emaline	CR	Flex Aire® Cushion RS	$49.39	31.18%	$33.99	SY
04119	Esparto	GU	ethos® Modular with Omnicoat	$72.98	38.04%	$45.22	SY
04119	Esparto	CF	Flex Aire® Cushion	$74.25	37.39%	$46.49	SY
04119	Esparto	CR	Flex Aire® Cushion RS	$75.53	36.75%	$47.77	SY
04617	Evanesce	GU	ethos® Modular with Omnicoat	$41.28	39.66%	$24.91	SY
04617	Evanesce	CF	Flex Aire® Cushion	$42.56	38.47%	$26.18	SY
04617	Evanesce	CR	Flex Aire® Cushion RS	$43.83	37.35%	$27.46	SY
11498	Fabricate	GU	ethos® Modular with Omnicoat	$63.57	37.90%	$39.48	SY
11498	Fabricate	CF	Flex Aire® Cushion	$64.85	37.16%	$40.75	SY
11498	Fabricate	CR	Flex Aire® Cushion RS	$66.12	36.44%	$42.03	SY
11598	Fallow Ground	GU	ethos® Modular with Omnicoat	$46.22	32.79%	$31.07	SY
11598	Fallow Ground	CF	Flex Aire® Cushion	$47.50	31.91%	$32.34	SY
11598	Fallow Ground	CR	Flex Aire® Cushion RS	$48.77	31.07%	$33.62	SY
03377	Field Day	GU	ethos® Modular with Omnicoat	$61.66	39.63%	$37.22	SY



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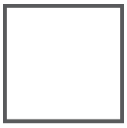
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03377	Field Day	CF	Flex Aire® Cushion	$62.93	38.83%	$38.50	SY
03377	Field Day	CR	Flex Aire® Cushion RS	$64.21	38.06%	$39.77	SY
11612	Flame Edit	GU	ethos® Modular with Omnicoat	$32.69	24.44%	$24.70	SY
11612	Flame Edit	CF	Flex Aire® Cushion	$33.97	23.53%	$25.98	SY
11612	Flame Edit	CR	Flex Aire® Cushion RS	$35.24	22.67%	$27.25	SY
11251	Formation	GU	ethos® Modular with Omnicoat	$58.95	34.51%	$38.61	SY
11251	Formation	CF	Flex Aire® Cushion	$60.23	33.78%	$39.88	SY
11251	Formation	CR	Flex Aire® Cushion RS	$61.50	33.08%	$41.16	SY
11252	Formation Transition	GU	ethos® Modular with Omnicoat	$59.60	34.52%	$39.02	SY
11252	Formation Transition	CF	Flex Aire® Cushion	$60.87	33.80%	$40.30	SY
11252	Formation Transition	CR	Flex Aire® Cushion RS	$62.15	33.11%	$41.57	SY
03853	Forward Motion	GU	ethos® Modular with Omnicoat	$62.00	39.99%	$37.21	SY
03853	Forward Motion	CF	Flex Aire® Cushion	$63.27	39.18%	$38.48	SY
03853	Forward Motion	CR	Flex Aire® Cushion RS	$64.55	38.41%	$39.76	SY
11024	Freelance	GU	ethos® Modular with Omnicoat	$55.26	35.58%	$35.60	SY
11024	Freelance	CF	Flex Aire® Cushion	$56.53	34.78%	$36.87	SY
11024	Freelance	CR	Flex Aire® Cushion RS	$57.81	34.01%	$38.15	SY
11511	Gabardine	GU	ethos® Modular with Omnicoat	$48.22	34.24%	$31.71	SY
11511	Gabardine	CF	Flex Aire® Cushion	$49.50	33.36%	$32.98	SY
11511	Gabardine	CR	Flex Aire® Cushion RS	$50.77	32.52%	$34.26	SY
10887	Geoknit	GU	ethos® Modular with Omnicoat	$45.52	31.97%	$30.97	SY
10887	Geoknit	CF	Flex Aire® Cushion	$46.79	31.10%	$32.24	SY
10887	Geoknit	CR	Flex Aire® Cushion RS	$48.07	30.27%	$33.52	SY
02969	Grid Overlay II	GU	ethos® Modular with Omnicoat	$78.74	49.03%	$40.13	SY



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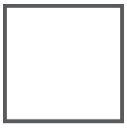
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02969	Grid Overlay II	CF	Flex Aire® Cushion	$80.02	48.25%	$41.41	SY
02969	Grid Overlay II	CR	Flex Aire® Cushion RS	$81.29	47.49%	$42.68	SY
11638	Guardian NXT II	GU	ethos® Modular with Omnicoat	$46.30	29.93%	$32.44	SY
11638	Guardian NXT II	CF	Flex Aire® Cushion	$47.58	29.13%	$33.72	SY
11638	Guardian NXT II	CR	Flex Aire® Cushion RS	$48.85	28.37%	$34.99	SY
04313	Halftone	GU	ethos® Modular with Omnicoat	$83.05	43.78%	$46.69	SY
04313	Halftone	CF	Flex Aire® Cushion	$84.33	43.12%	$47.97	SY
04313	Halftone	CR	Flex Aire® Cushion RS	$85.60	42.47%	$49.24	SY
03366	Haphazard II	GU	ethos® Modular with Omnicoat	$64.20	42.13%	$37.16	SY
03366	Haphazard II	CF	Flex Aire® Cushion	$65.48	41.30%	$38.43	SY
03366	Haphazard II	CR	Flex Aire® Cushion RS	$66.75	40.52%	$39.71	SY
G0061	Hidden Arbor	GC	ethos® Modular with Omnicoat	$63.58	25.42%	$47.41	SY
11245	Hydra	GU	ethos® Modular with Omnicoat	$58.38	35.49%	$37.66	SY
11245	Hydra	CF	Flex Aire® Cushion	$59.66	34.74%	$38.94	SY
11245	Hydra	CR	Flex Aire® Cushion RS	$60.93	34.01%	$40.21	SY
11601	Idyllic Landscape	GU	ethos® Modular with Omnicoat	$46.78	32.79%	$31.44	SY
11601	Idyllic Landscape	CF	Flex Aire® Cushion	$48.05	31.92%	$32.72	SY
11601	Idyllic Landscape	CR	Flex Aire® Cushion RS	$49.33	31.09%	$33.99	SY
11083	Input	GU	ethos® Modular with Omnicoat	$47.38	31.58%	$32.42	SY
11083	Input	CF	Flex Aire® Cushion	$48.66	30.75%	$33.69	SY
11083	Input	CR	Flex Aire® Cushion RS	$49.93	29.97%	$34.97	SY
11435	Interleave	GU	ethos® Modular with Omnicoat	$55.14	37.09%	$34.69	SY
11435	Interleave	CF	Flex Aire® Cushion	$56.42	36.26%	$35.96	SY
11435	Interleave	CR	Flex Aire® Cushion RS	$57.69	35.46%	$37.24	SY



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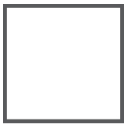
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Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

MODULAR							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
04536	Iso	GU	ethos® Modular with Omnicoat	$76.12	39.19%	$46.29	SY
04536	Iso	CF	Flex Aire® Cushion	$77.40	38.55%	$47.56	SY
04536	Iso	CR	Flex Aire® Cushion RS	$78.67	37.92%	$48.84	SY
G0057	Knot Stitch	GC	ethos® Modular with Omnicoat	$61.55	25.92%	$45.59	SY
11524	Light Shift	GU	ethos® Modular with Omnicoat	$59.29	36.38%	$37.72	SY
11524	Light Shift	CF	Flex Aire® Cushion	$60.57	35.62%	$38.99	SY
11524	Light Shift	CR	Flex Aire® Cushion RS	$61.84	34.88%	$40.27	SY
04318	Longitude	GU	ethos® Modular with Omnicoat	$64.20	42.13%	$37.16	SY
04318	Longitude	CF	Flex Aire® Cushion	$65.48	41.30%	$38.43	SY
04318	Longitude	CR	Flex Aire® Cushion RS	$66.75	40.52%	$39.71	SY
A0005	Loop Stitch	GU	ethos® Modular with Omnicoat	$82.93	42.68%	$47.54	SY
A0005	Loop Stitch	CF	Flex Aire® Cushion	$84.21	42.04%	$48.81	SY
A0005	Loop Stitch	CR	Flex Aire® Cushion RS	$85.48	41.41%	$50.09	SY
11599	Lush Garden	GU	ethos® Modular with Omnicoat	$47.52	30.86%	$32.85	SY
11599	Lush Garden	CF	Flex Aire® Cushion	$48.79	30.06%	$34.13	SY
11599	Lush Garden	CR	Flex Aire® Cushion RS	$50.07	29.29%	$35.40	SY
04849	Maelstrom	GU	ethos® Modular with Omnicoat	$54.12	34.93%	$35.21	SY
04849	Maelstrom	CF	Flex Aire® Cushion	$55.39	34.13%	$36.49	SY
04849	Maelstrom	CR	Flex Aire® Cushion RS	$56.67	33.36%	$37.76	SY
11072	Marled Tweed	GU	ethos® Modular with Omnicoat	$60.97	35.21%	$39.51	SY
11072	Marled Tweed	CF	Flex Aire® Cushion	$62.25	34.49%	$40.78	SY
11072	Marled Tweed	CR	Flex Aire® Cushion RS	$63.52	33.80%	$42.06	SY
11365	Meadowsweet	GU	ethos® Modular with Omnicoat	$61.90	37.61%	$38.62	SY
11365	Meadowsweet	CF	Flex Aire® Cushion	$63.18	36.86%	$39.89	SY



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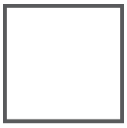
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MODULAR							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11365	Meadowsweet	CR	Flex Aire® Cushion RS	$64.45	36.13%	$41.17	SY
04654	Metri II	GU	ethos® Modular with Omnicoat	$67.54	40.32%	$40.31	SY
04654	Metri II	CF	Flex Aire® Cushion	$68.81	39.57%	$41.58	SY
04654	Metri II	CR	Flex Aire® Cushion RS	$70.09	38.85%	$42.86	SY
04539	Nano	GU	ethos® Modular with Omnicoat	$74.69	39.14%	$45.46	SY
04539	Nano	CF	Flex Aire® Cushion	$75.97	38.48%	$46.73	SY
04539	Nano	CR	Flex Aire® Cushion RS	$77.24	37.85%	$48.01	SY
11602	Native Flora	GU	ethos® Modular with Omnicoat	$46.39	29.32%	$32.79	SY
11602	Native Flora	CF	Flex Aire® Cushion	$47.66	28.54%	$34.06	SY
11602	Native Flora	CR	Flex Aire® Cushion RS	$48.94	27.79%	$35.34	SY
11338	Offset	GU	ethos® Modular with Omnicoat	$43.20	32.31%	$29.24	SY
11338	Offset	CF	Flex Aire® Cushion	$44.48	31.39%	$30.52	SY
11338	Offset	CR	Flex Aire® Cushion RS	$45.75	30.51%	$31.79	SY
A0007	Optic	GU	ethos® Modular with Omnicoat	$79.87	39.69%	$48.17	SY
A0007	Optic	CF	Flex Aire® Cushion	$81.14	39.07%	$49.44	SY
A0007	Optic	CR	Flex Aire® Cushion RS	$82.42	38.46%	$50.72	SY
11085	Output	GU	ethos® Modular with Omnicoat	$66.93	37.65%	$41.73	SY
11085	Output	CF	Flex Aire® Cushion	$68.20	36.94%	$43.01	SY
11085	Output	CR	Flex Aire® Cushion RS	$69.48	36.27%	$44.28	SY
02977	Overlay Accent II	GU	ethos® Modular with Omnicoat	$78.09	49.39%	$39.52	SY
02977	Overlay Accent II	CF	Flex Aire® Cushion	$79.37	48.60%	$40.80	SY
02977	Overlay Accent II	CR	Flex Aire® Cushion RS	$80.64	47.83%	$42.07	SY
G0065	Painted Desert	GC	ethos® Modular with Omnicoat	$59.35	29.69%	$41.73	SY
04316	Paradigm	GU	ethos® Modular with Omnicoat	$64.20	42.13%	$37.16	SY



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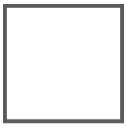
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Tarkett Resilient NPN: 583107

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MODULAR							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
04316	Paradigm	CF	Flex Aire® Cushion	$65.48	41.30%	$38.43	SY
04316	Paradigm	CR	Flex Aire® Cushion RS	$66.75	40.52%	$39.71	SY
11525	Parallel Ray	GU	ethos® Modular with Omnicoat	$50.18	33.96%	$33.14	SY
11525	Parallel Ray	CF	Flex Aire® Cushion	$51.46	33.12%	$34.42	SY
11525	Parallel Ray	CR	Flex Aire® Cushion RS	$52.73	32.32%	$35.69	SY
11118	Persona	GU	ethos® Modular with Omnicoat	$51.17	31.90%	$34.85	SY
11118	Persona	CF	Flex Aire® Cushion	$52.45	31.12%	$36.12	SY
11118	Persona	CR	Flex Aire® Cushion RS	$53.72	30.38%	$37.40	SY
11116	Persona Accents	GU	ethos® Modular with Omnicoat	$51.17	31.90%	$34.85	SY
11116	Persona Accents	CF	Flex Aire® Cushion	$52.45	31.12%	$36.12	SY
11116	Persona Accents	CR	Flex Aire® Cushion RS	$53.72	30.38%	$37.40	SY
02875	Plexus Colour IV	GU	ethos® Modular with Omnicoat	$89.06	45.06%	$48.93	SY
02875	Plexus Colour IV	CF	Flex Aire® Cushion	$90.34	44.42%	$50.20	SY
02875	Plexus Colour IV	CR	Flex Aire® Cushion RS	$91.61	43.81%	$51.48	SY
11360	Resonate	GU	ethos® Modular with Omnicoat	$38.20	29.58%	$26.90	SY
11360	Resonate	CF	Flex Aire® Cushion	$39.48	28.63%	$28.17	SY
11360	Resonate	CR	Flex Aire® Cushion RS	$40.75	27.73%	$29.45	SY
04704	Response	GU	ethos® Modular with Omnicoat	$106.99	43.05%	$60.93	SY
04704	Response	CF	Flex Aire® Cushion	$108.27	42.55%	$62.20	SY
04704	Response	CR	Flex Aire® Cushion RS	$109.54	42.05%	$63.48	SY
04321	Rock Solid II	GU	ethos® Modular with Omnicoat	$47.46	34.92%	$30.88	SY
04321	Rock Solid II	CF	Flex Aire® Cushion	$48.73	34.01%	$32.16	SY
04321	Rock Solid II	CR	Flex Aire® Cushion RS	$50.01	33.14%	$33.43	SY
11017	Sandblast	GU	ethos® Modular with Omnicoat	$38.12	28.97%	$27.08	SY



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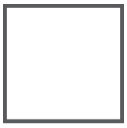
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11017	Sandblast	CF	Flex Aire® Cushion	$39.40	28.03%	$28.36	SY
11017	Sandblast	CR	Flex Aire® Cushion RS	$40.67	27.15%	$29.63	SY
G0041	Savant	GC	ethos® Modular with Omnicoat	$69.65	41.52%	$40.73	SY
11442	Saveur	GU	ethos® Modular with Omnicoat	$44.38	35.25%	$28.74	SY
11442	Saveur	CF	Flex Aire® Cushion	$45.65	34.26%	$30.01	SY
11442	Saveur	CR	Flex Aire® Cushion RS	$46.93	33.33%	$31.29	SY
G0051	Sheared Herringbone	GC	ethos® Modular with Omnicoat	$59.86	30.81%	$41.42	SY
11340	Sineeffect	GU	ethos® Modular with Omnicoat	$59.61	34.92%	$38.80	SY
11340	Sineeffect	CF	Flex Aire® Cushion	$60.89	34.19%	$40.07	SY
11340	Sineeffect	CR	Flex Aire® Cushion RS	$62.16	33.49%	$41.35	SY
11661	Sky Atlas	GU	ethos® Modular with Omnicoat	$38.09	32.25%	$25.80	SY
11661	Sky Atlas	CF	Flex Aire® Cushion	$39.37	31.21%	$27.08	SY
11661	Sky Atlas	CR	Flex Aire® Cushion RS	$40.64	30.23%	$28.35	SY
G0058	Skyward	GC	ethos® Modular with Omnicoat	$60.52	33.20%	$40.43	SY
11472	Soundblock	GU	ethos® Modular with Omnicoat	$58.14	35.39%	$37.56	SY
11472	Soundblock	CF	Flex Aire® Cushion	$59.41	34.63%	$38.84	SY
11472	Soundblock	CR	Flex Aire® Cushion RS	$60.69	33.90%	$40.11	SY
11578	Spin Off	GU	ethos® Modular with Omnicoat	$50.31	37.16%	$31.62	SY
11578	Spin Off	CF	Flex Aire® Cushion	$51.59	36.24%	$32.89	SY
11578	Spin Off	CR	Flex Aire® Cushion RS	$52.86	35.36%	$34.17	SY
11361	Spring Step	GU	ethos® Modular with Omnicoat	$64.69	40.13%	$38.73	SY
11361	Spring Step	CF	Flex Aire® Cushion	$65.97	39.35%	$40.01	SY
11361	Spring Step	CR	Flex Aire® Cushion RS	$67.24	38.61%	$41.28	SY
11649	Square Up II	GU	ethos® Modular with Omnicoat	$63.99	36.04%	$40.93	SY



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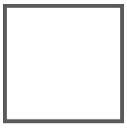
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MODULAR							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11649	Square Up II	CF	Flex Aire® Cushion	$65.26	35.33%	$42.21	SY
11649	Square Up II	CR	Flex Aire® Cushion RS	$66.54	34.65%	$43.48	SY
04332	Stack 9	GU	ethos® Modular with Omnicoat	$75.07	45.77%	$40.71	SY
04332	Stack 9	CF	Flex Aire® Cushion	$76.34	45.01%	$41.98	SY
04332	Stack 9	CR	Flex Aire® Cushion RS	$77.62	44.27%	$43.26	SY
11018	Stamp	GU	ethos® Modular with Omnicoat	$37.02	27.72%	$26.76	SY
11018	Stamp	CF	Flex Aire® Cushion	$38.29	26.80%	$28.03	SY
11018	Stamp	CR	Flex Aire® Cushion RS	$39.57	25.93%	$29.31	SY
03973	Street Life	GU	ethos® Modular with Omnicoat	$39.44	37.60%	$24.61	SY
03973	Street Life	CF	Flex Aire® Cushion	$40.72	36.43%	$25.89	SY
03973	Street Life	CR	Flex Aire® Cushion RS	$41.99	35.32%	$27.16	SY
04415	String Theory	GU	ethos® Modular with Omnicoat	$76.85	40.09%	$46.04	SY
04415	String Theory	CF	Flex Aire® Cushion	$78.13	39.43%	$47.32	SY
04415	String Theory	CR	Flex Aire® Cushion RS	$79.40	38.80%	$48.59	SY
11449	Substance	GU	ethos® Modular with Omnicoat	$33.20	26.94%	$24.26	SY
11449	Substance	CF	Flex Aire® Cushion	$34.48	25.94%	$25.53	SY
11449	Substance	CR	Flex Aire® Cushion RS	$35.75	25.02%	$26.81	SY
11531	Suede Tones	GU	ethos® Modular with Omnicoat	$52.73	30.65%	$36.57	SY
11531	Suede Tones	CF	Flex Aire® Cushion	$54.00	29.92%	$37.84	SY
11531	Suede Tones	CR	Flex Aire® Cushion RS	$55.28	29.23%	$39.12	SY
G0038	Summer Walk	GC	ethos® Modular with Omnicoat	$84.43	35.20%	$54.71	SY
G0045	Sweater Knit	GC	ethos® Modular with Omnicoat	$72.96	44.56%	$40.45	SY
11647	Syllabus II	GU	ethos® Modular with Omnicoat	$55.77	34.19%	$36.71	SY
11647	Syllabus II	CF	Flex Aire® Cushion	$57.05	33.42%	$37.98	SY

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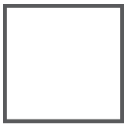
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11647	Syllabus II	CR	Flex Aire® Cushion RS	$58.32	32.69%	$39.26	SY
11284	Tailored Madras	GU	ethos® Modular with Omnicoat	$46.03	32.22%	$31.20	SY
11284	Tailored Madras	CF	Flex Aire® Cushion	$47.31	31.35%	$32.48	SY
11284	Tailored Madras	CR	Flex Aire® Cushion RS	$48.58	30.53%	$33.75	SY
04120	Tenera	GU	ethos® Modular with Omnicoat	$72.98	38.04%	$45.22	SY
04120	Tenera	CF	Flex Aire® Cushion	$74.25	37.39%	$46.49	SY
04120	Tenera	CR	Flex Aire® Cushion RS	$75.53	36.75%	$47.77	SY
G0010	Tephra	GC	ethos® Modular with Omnicoat	$90.31	35.65%	$58.11	SY
11129	Texturemap	GU	ethos® Modular with Omnicoat	$52.88	34.77%	$34.49	SY
11129	Texturemap	CF	Flex Aire® Cushion	$54.16	33.95%	$35.77	SY
11129	Texturemap	CR	Flex Aire® Cushion RS	$55.43	33.17%	$37.04	SY
11569	Thread Craft	GU	ethos® Modular with Omnicoat	$49.91	31.17%	$34.36	SY
11569	Thread Craft	CF	Flex Aire® Cushion	$51.19	30.39%	$35.63	SY
11569	Thread Craft	CR	Flex Aire® Cushion RS	$52.46	29.65%	$36.91	SY
11663	Tundra Flower	GU	ethos® Modular with Omnicoat	$48.74	34.60%	$31.87	SY
11663	Tundra Flower	CF	Flex Aire® Cushion	$50.01	33.72%	$33.15	SY
11663	Tundra Flower	CR	Flex Aire® Cushion RS	$51.29	32.88%	$34.42	SY
11527	Twill	GU	ethos® Modular with Omnicoat	$47.84	33.47%	$31.83	SY
11527	Twill	CF	Flex Aire® Cushion	$49.11	32.60%	$33.10	SY
11527	Twill	CR	Flex Aire® Cushion RS	$50.39	31.77%	$34.38	SY
04405	Urban View	GU	ethos® Modular with Omnicoat	$40.97	38.22%	$25.31	SY
04405	Urban View	CF	Flex Aire® Cushion	$42.24	37.07%	$26.59	SY
04405	Urban View	CR	Flex Aire® Cushion RS	$43.52	35.98%	$27.86	SY
11500	Vellum	GU	ethos® Modular with Omnicoat	$41.23	34.32%	$27.08	SY



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11500	Vellum	CF	Flex Aire® Cushion	$42.51	33.29%	$28.36	SY
11500	Vellum	CR	Flex Aire® Cushion RS	$43.78	32.32%	$29.63	SY
11367	Winding Way	GU	ethos® Modular with Omnicoat	$63.08	38.71%	$38.67	SY
11367	Winding Way	CF	Flex Aire® Cushion	$64.36	37.94%	$39.94	SY
11367	Winding Way	CR	Flex Aire® Cushion RS	$65.63	37.20%	$41.22	SY
04090	Winwood	GU	ethos® Modular with Omnicoat	$80.87	41.40%	$47.39	SY
04090	Winwood	CF	Flex Aire® Cushion	$82.15	40.76%	$48.66	SY
04090	Winwood	CR	Flex Aire® Cushion RS	$83.42	40.14%	$49.94	SY

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POWERBOND 6' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11648	2nd Power II	M	Powerbond Cushion	$51.60	37.29%	$32.36	SY
11648	2nd Power II	MR	Powerbond Cushion RS	$52.87	36.39%	$33.63	SY
11648	2nd Power II	NG	Powerbond Medfloor®	$51.60	37.29%	$32.36	SY
02578	Abrasive Action II	M	Powerbond Cushion	$110.31	42.68%	$63.23	SY
02578	Abrasive Action II	MR	Powerbond Cushion RS	$111.59	42.19%	$64.51	SY
02578	Abrasive Action II	NG	Powerbond Medfloor®	$110.31	42.68%	$63.23	SY
04255	Accentuate	M	Powerbond Cushion	$58.44	43.24%	$33.17	SY
04255	Accentuate	MR	Powerbond Cushion RS	$59.72	42.31%	$34.45	SY
04255	Accentuate	NG	Powerbond Medfloor®	$58.44	43.24%	$33.17	SY
03026	Aftermath II	M	Powerbond Cushion	$43.44	35.03%	$28.22	SY
03026	Aftermath II	MR	Powerbond Cushion RS	$44.72	34.03%	$29.50	SY
03026	Aftermath II	NG	Powerbond Medfloor®	$43.44	35.03%	$28.22	SY
02931	All Star	M	Powerbond Cushion	$62.53	42.86%	$35.73	SY
02931	All Star	MR	Powerbond Cushion RS	$63.81	42.00%	$37.01	SY
02931	All Star	NG	Powerbond Medfloor®	$62.53	42.86%	$35.73	SY
04655	Angulate	M	Powerbond Cushion	$76.15	44.68%	$42.13	SY
04655	Angulate	MR	Powerbond Cushion RS	$77.43	43.95%	$43.40	SY
04655	Angulate	NG	Powerbond Medfloor®	$76.15	44.68%	$42.13	SY
02803	Applause III	M	Powerbond Cushion	$52.91	39.75%	$31.88	SY
02803	Applause III	MR	Powerbond Cushion RS	$54.19	38.81%	$33.16	SY
02803	Applause III	NG	Powerbond Medfloor®	$52.91	39.75%	$31.88	SY
04837	Assertive Action	M	Powerbond Cushion	$85.80	41.28%	$50.38	SY
04837	Assertive Action	MR	Powerbond Cushion RS	$87.08	40.68%	$51.66	SY
04837	Assertive Action	NG	Powerbond Medfloor®	$85.80	41.28%	$50.38	SY

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Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
04839	Assertive Stria	M	Powerbond Cushion	$99.36	47.23%	$52.43	SY
04839	Assertive Stria	MR	Powerbond Cushion RS	$100.64	46.64%	$53.70	SY
04839	Assertive Stria	NG	Powerbond Medfloor®	$99.36	47.23%	$52.43	SY
04840	Avant	M	Powerbond Cushion	$72.89	48.13%	$37.81	SY
04840	Avant	MR	Powerbond Cushion RS	$74.16	47.30%	$39.09	SY
04840	Avant	NG	Powerbond Medfloor®	$72.89	48.13%	$37.81	SY
11471	Blockade	M	Powerbond Cushion	$49.05	36.54%	$31.13	SY
11471	Blockade	MR	Powerbond Cushion RS	$50.33	35.61%	$32.40	SY
11471	Blockade	NG	Powerbond Medfloor®	$49.05	36.54%	$31.13	SY
A0002	Cache Tweed	M	Powerbond Cushion	$52.87	34.23%	$34.77	SY
A0002	Cache Tweed	MR	Powerbond Cushion RS	$54.15	33.43%	$36.05	SY
A0002	Cache Tweed	NG	Powerbond Medfloor®	$52.87	34.23%	$34.77	SY
04843	Cartography	M	Powerbond Cushion	$62.27	45.07%	$34.20	SY
04843	Cartography	MR	Powerbond Cushion RS	$63.54	44.17%	$35.48	SY
04843	Cartography	NG	Powerbond Medfloor®	$62.27	45.07%	$34.20	SY
11183	Chain Reaction	M	Powerbond Cushion	$57.08	38.30%	$35.22	SY
11183	Chain Reaction	MR	Powerbond Cushion RS	$58.36	37.46%	$36.49	SY
11183	Chain Reaction	NG	Powerbond Medfloor®	$57.08	38.30%	$35.22	SY
03747	Change II	M	Powerbond Cushion	$65.49	44.35%	$36.45	SY
03747	Change II	MR	Powerbond Cushion RS	$66.76	43.50%	$37.72	SY
03747	Change II	NG	Powerbond Medfloor®	$65.49	44.35%	$36.45	SY
11644	Color Spectrum II	M	Powerbond Cushion	$59.73	42.15%	$34.56	SY
11644	Color Spectrum II	MR	Powerbond Cushion RS	$61.01	41.27%	$35.83	SY
11644	Color Spectrum II	NG	Powerbond Medfloor®	$59.73	42.15%	$34.56	SY

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11128	Colorknit	M	Powerbond Cushion	$47.28	36.49%	$30.03	SY
11128	Colorknit	MR	Powerbond Cushion RS	$48.55	35.53%	$31.30	SY
11128	Colorknit	NG	Powerbond Medfloor®	$47.28	36.49%	$30.03	SY
11130	Colormap	M	Powerbond Cushion	$47.49	37.05%	$29.90	SY
11130	Colormap	MR	Powerbond Cushion RS	$48.77	36.08%	$31.17	SY
11130	Colormap	NG	Powerbond Medfloor®	$47.49	37.05%	$29.90	SY
11328	Continuum	M	Powerbond Cushion	$58.88	40.21%	$35.20	SY
11328	Continuum	MR	Powerbond Cushion RS	$60.16	39.36%	$36.48	SY
11328	Continuum	NG	Powerbond Medfloor®	$58.88	40.21%	$35.20	SY
11570	Corded Cloth	M	Powerbond Cushion	$34.40	24.75%	$25.89	SY
11570	Corded Cloth	MR	Powerbond Cushion RS	$35.68	23.87%	$27.16	SY
11570	Corded Cloth	NG	Powerbond Medfloor®	$34.40	24.75%	$25.89	SY
11577	Corollary	M	Powerbond Cushion	$41.66	32.78%	$28.00	SY
11577	Corollary	MR	Powerbond Cushion RS	$42.93	31.80%	$29.28	SY
11577	Corollary	NG	Powerbond Medfloor®	$41.66	32.78%	$28.00	SY
01957	Crayon	M	Powerbond Cushion	$63.21	42.24%	$36.51	SY
01957	Crayon	MR	Powerbond Cushion RS	$64.49	41.40%	$37.79	SY
01957	Crayon	NG	Powerbond Medfloor®	$63.21	42.24%	$36.51	SY
04852	Dot Matrix	M	Powerbond Cushion	$73.40	44.63%	$40.64	SY
04852	Dot Matrix	MR	Powerbond Cushion RS	$74.67	43.86%	$41.92	SY
04852	Dot Matrix	NG	Powerbond Medfloor®	$73.40	44.63%	$40.64	SY
A0010	Double Boucle	M	Powerbond Cushion	$45.60	40.12%	$27.31	SY
A0010	Double Boucle	MR	Powerbond Cushion RS	$46.88	39.03%	$28.58	SY
A0010	Double Boucle	NG	Powerbond Medfloor®	$45.60	40.12%	$27.31	SY

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Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11366	Early Bloom	M	Powerbond Cushion	$55.04	40.33%	$32.84	SY
11366	Early Bloom	MR	Powerbond Cushion RS	$56.31	39.41%	$34.12	SY
11366	Early Bloom	NG	Powerbond Medfloor®	$55.04	40.33%	$32.84	SY
11573	Earthbound	M	Powerbond Cushion	$40.83	31.52%	$27.96	SY
11573	Earthbound	MR	Powerbond Cushion RS	$42.11	30.56%	$29.24	SY
11573	Earthbound	NG	Powerbond Medfloor®	$40.83	31.52%	$27.96	SY
11175	Edifice	M	Powerbond Cushion	$54.40	36.79%	$34.39	SY
11175	Edifice	MR	Powerbond Cushion RS	$55.67	35.95%	$35.66	SY
11175	Edifice	NG	Powerbond Medfloor®	$54.40	36.79%	$34.39	SY
04468	Element	M	Powerbond Cushion	$64.03	44.15%	$35.76	SY
04468	Element	MR	Powerbond Cushion RS	$65.31	43.29%	$37.04	SY
04468	Element	NG	Powerbond Medfloor®	$64.03	44.15%	$35.76	SY
11141	Elysian	M	Powerbond Cushion	$63.78	41.45%	$37.34	SY
11141	Elysian	MR	Powerbond Cushion RS	$65.05	40.64%	$38.62	SY
11141	Elysian	NG	Powerbond Medfloor®	$63.78	41.45%	$37.34	SY
11600	Emaline	M	Powerbond Cushion	$43.22	31.04%	$29.81	SY
11600	Emaline	MR	Powerbond Cushion RS	$44.50	30.15%	$31.08	SY
11600	Emaline	NG	Powerbond Medfloor®	$43.22	31.04%	$29.81	SY
04119	Esparto	M	Powerbond Cushion	$63.02	39.06%	$38.40	SY
04119	Esparto	MR	Powerbond Cushion RS	$64.29	38.29%	$39.68	SY
04119	Esparto	NG	Powerbond Medfloor®	$63.02	39.06%	$38.40	SY
11498	Fabricate	M	Powerbond Cushion	$53.87	39.12%	$32.80	SY
11498	Fabricate	MR	Powerbond Cushion RS	$55.14	38.22%	$34.07	SY
11498	Fabricate	NG	Powerbond Medfloor®	$53.87	39.12%	$32.80	SY



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11598	Fallow Ground	M	Powerbond Cushion	$41.77	30.48%	$29.04	SY
11598	Fallow Ground	MR	Powerbond Cushion RS	$43.05	29.58%	$30.32	SY
11598	Fallow Ground	NG	Powerbond Medfloor®	$41.77	30.48%	$29.04	SY
03377	Field Day	M	Powerbond Cushion	$54.37	41.35%	$31.89	SY
03377	Field Day	MR	Powerbond Cushion RS	$55.64	40.40%	$33.16	SY
03377	Field Day	NG	Powerbond Medfloor®	$54.37	41.35%	$31.89	SY
03853	Forward Motion	M	Powerbond Cushion	$54.08	41.18%	$31.81	SY
03853	Forward Motion	MR	Powerbond Cushion RS	$55.36	40.23%	$33.09	SY
03853	Forward Motion	NG	Powerbond Medfloor®	$54.08	41.18%	$31.81	SY
11024	Freelance	M	Powerbond Cushion	$54.79	40.28%	$32.72	SY
11024	Freelance	MR	Powerbond Cushion RS	$56.07	39.37%	$33.99	SY
11024	Freelance	NG	Powerbond Medfloor®	$54.79	40.28%	$32.72	SY
11511	Gabardine	M	Powerbond Cushion	$46.84	35.43%	$30.24	SY
11511	Gabardine	MR	Powerbond Cushion RS	$48.11	34.49%	$31.52	SY
11511	Gabardine	NG	Powerbond Medfloor®	$46.84	35.43%	$30.24	SY
10887	Geoknit	M	Powerbond Cushion	$46.57	36.47%	$29.59	SY
10887	Geoknit	MR	Powerbond Cushion RS	$47.85	35.50%	$30.86	SY
10887	Geoknit	NG	Powerbond Medfloor®	$46.57	36.47%	$29.59	SY
02969	Grid Overlay II	M	Powerbond Cushion	$74.29	54.92%	$33.49	SY
02969	Grid Overlay II	MR	Powerbond Cushion RS	$75.57	53.99%	$34.77	SY
02969	Grid Overlay II	NG	Powerbond Medfloor®	$74.29	54.92%	$33.49	SY
11638	Guardian NXT II	M	Powerbond Cushion	$41.99	27.55%	$30.42	SY
11638	Guardian NXT II	MR	Powerbond Cushion RS	$43.26	26.74%	$31.69	SY
11638	Guardian NXT II	NG	Powerbond Medfloor®	$41.99	27.55%	$30.42	SY

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04313	Halftone	M	Powerbond Cushion	$74.17	44.32%	$41.29	SY
04313	Halftone	MR	Powerbond Cushion RS	$75.44	43.57%	$42.57	SY
04313	Halftone	NG	Powerbond Medfloor®	$74.17	44.32%	$41.29	SY
03366	Haphazard II	M	Powerbond Cushion	$58.44	43.24%	$33.17	SY
03366	Haphazard II	MR	Powerbond Cushion RS	$59.72	42.31%	$34.45	SY
03366	Haphazard II	NG	Powerbond Medfloor®	$58.44	43.24%	$33.17	SY
11245	Hydra	M	Powerbond Cushion	$52.55	38.40%	$32.37	SY
11245	Hydra	MR	Powerbond Cushion RS	$53.83	37.49%	$33.65	SY
11245	Hydra	NG	Powerbond Medfloor®	$52.55	38.40%	$32.37	SY
11601	Idyllic Landscape	M	Powerbond Cushion	$43.04	30.78%	$29.80	SY
11601	Idyllic Landscape	MR	Powerbond Cushion RS	$44.32	29.89%	$31.07	SY
11601	Idyllic Landscape	NG	Powerbond Medfloor®	$43.04	30.78%	$29.80	SY
11083	Input	M	Powerbond Cushion	$43.07	33.46%	$28.66	SY
11083	Input	MR	Powerbond Cushion RS	$44.35	32.50%	$29.93	SY
11083	Input	NG	Powerbond Medfloor®	$43.07	33.46%	$28.66	SY
04536	Iso	M	Powerbond Cushion	$66.49	40.72%	$39.42	SY
04536	Iso	MR	Powerbond Cushion RS	$67.76	39.95%	$40.69	SY
04536	Iso	NG	Powerbond Medfloor®	$66.49	40.72%	$39.42	SY
04318	Longitude	M	Powerbond Cushion	$58.44	43.24%	$33.17	SY
04318	Longitude	MR	Powerbond Cushion RS	$59.72	42.31%	$34.45	SY
04318	Longitude	NG	Powerbond Medfloor®	$58.44	43.24%	$33.17	SY
A0005	Loop Stitch	M	Powerbond Cushion	$81.62	47.76%	$42.64	SY
A0005	Loop Stitch	MR	Powerbond Cushion RS	$82.90	47.02%	$43.92	SY
A0005	Loop Stitch	NG	Powerbond Medfloor®	$81.62	47.76%	$42.64	SY

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11599	Lush Garden	M	Powerbond Cushion	$43.93	28.96%	$31.21	SY
11599	Lush Garden	MR	Powerbond Cushion RS	$45.21	28.14%	$32.49	SY
11599	Lush Garden	NG	Powerbond Medfloor®	$43.93	28.96%	$31.21	SY
04849	Maelstrom	M	Powerbond Cushion	$49.29	37.85%	$30.64	SY
04849	Maelstrom	MR	Powerbond Cushion RS	$50.57	36.89%	$31.91	SY
04849	Maelstrom	NG	Powerbond Medfloor®	$49.29	37.85%	$30.64	SY
11072	Marled Tweed	M	Powerbond Cushion	$55.02	38.38%	$33.90	SY
11072	Marled Tweed	MR	Powerbond Cushion RS	$56.29	37.51%	$35.18	SY
11072	Marled Tweed	NG	Powerbond Medfloor®	$55.02	38.38%	$33.90	SY
11365	Meadowsweet	M	Powerbond Cushion	$54.25	40.13%	$32.48	SY
11365	Meadowsweet	MR	Powerbond Cushion RS	$55.52	39.20%	$33.76	SY
11365	Meadowsweet	NG	Powerbond Medfloor®	$54.25	40.13%	$32.48	SY
04654	Metri II	M	Powerbond Cushion	$60.75	38.30%	$37.48	SY
04654	Metri II	MR	Powerbond Cushion RS	$62.03	37.52%	$38.76	SY
04654	Metri II	NG	Powerbond Medfloor®	$60.75	38.30%	$37.48	SY
04539	Nano	M	Powerbond Cushion	$65.16	40.67%	$38.66	SY
04539	Nano	MR	Powerbond Cushion RS	$66.43	39.89%	$39.93	SY
04539	Nano	NG	Powerbond Medfloor®	$65.16	40.67%	$38.66	SY
11602	Native Flora	M	Powerbond Cushion	$42.93	27.43%	$31.15	SY
11602	Native Flora	MR	Powerbond Cushion RS	$44.21	26.64%	$32.43	SY
11602	Native Flora	NG	Powerbond Medfloor®	$42.93	27.43%	$31.15	SY
04316	Paradigm	M	Powerbond Cushion	$58.44	43.24%	$33.17	SY
04316	Paradigm	MR	Powerbond Cushion RS	$59.72	42.31%	$34.45	SY
04316	Paradigm	NG	Powerbond Medfloor®	$58.44	43.24%	$33.17	SY

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02875	Plexus Colour IV	M	Powerbond Cushion	$80.61	47.91%	$41.99	SY
02875	Plexus Colour IV	MR	Powerbond Cushion RS	$81.89	47.16%	$43.27	SY
02875	Plexus Colour IV	NG	Powerbond Medfloor®	$80.61	47.91%	$41.99	SY
11340	Sineeffect	M	Powerbond Cushion	$50.81	36.35%	$32.34	SY
11340	Sineeffect	MR	Powerbond Cushion RS	$52.08	35.46%	$33.62	SY
11340	Sineeffect	NG	Powerbond Medfloor®	$50.81	36.35%	$32.34	SY
11472	Soundblock	M	Powerbond Cushion	$49.05	36.54%	$31.13	SY
11472	Soundblock	MR	Powerbond Cushion RS	$50.33	35.61%	$32.40	SY
11472	Soundblock	NG	Powerbond Medfloor®	$49.05	36.54%	$31.13	SY
11578	Spin Off	M	Powerbond Cushion	$41.66	32.78%	$28.00	SY
11578	Spin Off	MR	Powerbond Cushion RS	$42.93	31.80%	$29.28	SY
11578	Spin Off	NG	Powerbond Medfloor®	$41.66	32.78%	$28.00	SY
11364	Splendor	M	Powerbond Cushion	$54.85	40.16%	$32.83	SY
11364	Splendor	MR	Powerbond Cushion RS	$56.13	39.25%	$34.10	SY
11364	Splendor	NG	Powerbond Medfloor®	$54.85	40.16%	$32.83	SY
11361	Spring Step	M	Powerbond Cushion	$57.37	42.62%	$32.92	SY
11361	Spring Step	MR	Powerbond Cushion RS	$58.64	41.70%	$34.19	SY
11361	Spring Step	NG	Powerbond Medfloor®	$57.37	42.62%	$32.92	SY
11649	Square Up II	M	Powerbond Cushion	$57.10	37.65%	$35.60	SY
11649	Square Up II	MR	Powerbond Cushion RS	$58.37	36.83%	$36.87	SY
11649	Square Up II	NG	Powerbond Medfloor®	$57.10	37.65%	$35.60	SY
04332	Stack 9	M	Powerbond Cushion	$66.51	44.18%	$37.13	SY
04332	Stack 9	MR	Powerbond Cushion RS	$67.78	43.35%	$38.40	SY
04332	Stack 9	NG	Powerbond Medfloor®	$66.51	44.18%	$37.13	SY

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04415	String Theory	M	Powerbond Cushion	$65.28	40.94%	$38.55	SY
04415	String Theory	MR	Powerbond Cushion RS	$66.55	40.16%	$39.83	SY
04415	String Theory	NG	Powerbond Medfloor®	$65.28	40.94%	$38.55	SY
11531	Suede Tones	M	Powerbond Cushion	$46.93	28.05%	$33.77	SY
11531	Suede Tones	MR	Powerbond Cushion RS	$48.21	27.31%	$35.04	SY
11531	Suede Tones	NG	Powerbond Medfloor®	$46.93	28.05%	$33.77	SY
11647	Syllabus II	M	Powerbond Cushion	$53.52	37.87%	$33.25	SY
11647	Syllabus II	MR	Powerbond Cushion RS	$54.80	36.99%	$34.52	SY
11647	Syllabus II	NG	Powerbond Medfloor®	$53.52	37.87%	$33.25	SY
04120	Tenera	M	Powerbond Cushion	$63.02	39.06%	$38.40	SY
04120	Tenera	MR	Powerbond Cushion RS	$64.29	38.29%	$39.68	SY
04120	Tenera	NG	Powerbond Medfloor®	$63.02	39.06%	$38.40	SY
11129	Texturemap	M	Powerbond Cushion	$47.52	37.09%	$29.90	SY
11129	Texturemap	MR	Powerbond Cushion RS	$48.79	36.12%	$31.17	SY
11129	Texturemap	NG	Powerbond Medfloor®	$47.52	37.09%	$29.90	SY
11569	Thread Craft	M	Powerbond Cushion	$43.23	27.89%	$31.17	SY
11569	Thread Craft	MR	Powerbond Cushion RS	$44.50	27.10%	$32.45	SY
11569	Thread Craft	NG	Powerbond Medfloor®	$43.23	27.89%	$31.17	SY
11663	Tundra Flower	M	Powerbond Cushion	$43.17	30.20%	$30.13	SY
11663	Tundra Flower	MR	Powerbond Cushion RS	$44.44	29.33%	$31.41	SY
11663	Tundra Flower	NG	Powerbond Medfloor®	$43.17	30.20%	$30.13	SY
11527	Twill	M	Powerbond Cushion	$47.56	36.54%	$30.18	SY
11527	Twill	MR	Powerbond Cushion RS	$48.83	35.58%	$31.46	SY
11527	Twill	NG	Powerbond Medfloor®	$47.56	36.54%	$30.18	SY

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Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
11367	Winding Way	M	Powerbond Cushion	$56.04	41.34%	$32.87	SY
11367	Winding Way	MR	Powerbond Cushion RS	$57.31	40.42%	$34.15	SY
11367	Winding Way	NG	Powerbond Medfloor®	$56.04	41.34%	$32.87	SY
04090	Winwood	M	Powerbond Cushion	$68.94	42.01%	$39.98	SY
04090	Winwood	MR	Powerbond Cushion RS	$70.22	41.25%	$41.25	SY
04090	Winwood	NG	Powerbond Medfloor®	$68.94	42.01%	$39.98	SY

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FLEXABLE STANDARD STYLES							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
varies	Flexable Standard - Ethos	GU	ethos® Modular with Omninoat	$79.15	31.15%	$54.50	SY
varies	Flexable Standard - PB	M	Powerbond Cushion	$79.15	31.15%	$54.50	SY
varies	Flexable Standard - PB RS	MR	Powerbond Cushion RS	$82.77	30.53%	$57.50	SY
05164	Aragon	MR	Powerbond Cushion RS	$61.15	24.45%	$46.20	SY
04222	Construct	GU	ethos® Modular with Omninoat	$62.42	30.00%	$43.70	SY
04222	Construct	CF	Flex Aire® Cushion	$62.42	30.00%	$43.70	SY
04219	Link	GU	ethos® Modular with Omninoat	$63.24	30.02%	$44.26	SY
04219	Link	CF	Flex Aire® Cushion	$63.24	30.02%	$44.26	SY
04224	Rivet	GU	ethos® Modular with Omninoat	$63.24	30.02%	$44.26	SY
04224	Rivet	CF	Flex Aire® Cushion	$63.24	30.02%	$44.26	SY

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BROADLOOM 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
44069	Acadia	SL	Super-Lok®	$32.58	24.01%	$24.76	SY
44069	Acadia	NT	LifeLONG®	$34.49	22.68%	$26.67	SY
44069	Acadia	TR	ErgoStep®	$40.23	19.44%	$32.41	SY
40043	Alhambra	SL	Super-Lok®	$65.75	39.36%	$39.87	SY
40043	Alhambra	NT	LifeLONG®	$67.66	38.25%	$41.78	SY
40043	Alhambra	TR	ErgoStep®	$73.40	35.26%	$47.52	SY
44067	Augustine	SL	Super-Lok®	$33.11	25.18%	$24.77	SY
44067	Augustine	NT	LifeLONG®	$35.02	23.80%	$26.69	SY
44067	Augustine	TR	ErgoStep®	$40.76	20.45%	$32.42	SY
30397	Blocking II	SL	Super-Lok®	$44.16	37.99%	$27.38	SY
30397	Blocking II	NT	LifeLONG®	$46.07	36.41%	$29.29	SY
30397	Blocking II	TR	ErgoStep®	$51.81	32.38%	$35.03	SY
40035	Breakout	SL	Super-Lok®	$72.55	40.79%	$42.96	SY
40035	Breakout	NT	LifeLONG®	$74.46	39.74%	$44.87	SY
40035	Breakout	TR	ErgoStep®	$80.20	36.90%	$50.61	SY
40030	Broccato	SL	Super-Lok®	$71.77	40.75%	$42.52	SY
40030	Broccato	NT	LifeLONG®	$73.68	39.70%	$44.43	SY
40030	Broccato	TR	ErgoStep®	$79.42	36.83%	$50.17	SY
44058	Cane Stitch	SL	Super-Lok®	$66.13	41.38%	$38.77	SY
44058	Cane Stitch	NT	LifeLONG®	$68.04	40.21%	$40.68	SY
44058	Cane Stitch	TR	ErgoStep®	$73.78	37.09%	$46.42	SY
44045	Coastal II	SL	Super-Lok®	$63.29	40.57%	$37.61	SY
44045	Coastal II	NT	LifeLONG®	$65.21	39.38%	$39.52	SY
44045	Coastal II	TR	ErgoStep®	$70.94	36.20%	$45.26	SY

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BROADLOOM 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
44041	Converge	SL	Super-Lok®	$49.68	41.18%	$29.22	SY
44041	Converge	NT	LifeLONG®	$51.59	39.65%	$31.13	SY
44041	Converge	TR	ErgoStep®	$57.33	35.68%	$36.87	SY
44066	Dalvay	SL	Super-Lok®	$33.11	25.18%	$24.77	SY
44066	Dalvay	NT	LifeLONG®	$35.02	23.80%	$26.69	SY
44066	Dalvay	TR	ErgoStep®	$40.76	20.45%	$32.42	SY
40029	Echo	SL	Super-Lok®	$74.68	39.18%	$45.42	SY
40029	Echo	NT	LifeLONG®	$76.60	38.21%	$47.33	SY
40029	Echo	TR	ErgoStep®	$82.33	35.54%	$53.07	SY
30400	Equilibrium	SL	Super-Lok®	$46.67	39.39%	$28.29	SY
30400	Equilibrium	NT	LifeLONG®	$48.58	37.84%	$30.20	SY
30400	Equilibrium	TR	ErgoStep®	$54.32	33.84%	$35.94	SY
40031	Fiori	SL	Super-Lok®	$71.82	40.75%	$42.55	SY
40031	Fiori	NT	LifeLONG®	$73.73	39.69%	$44.46	SY
40031	Fiori	TR	ErgoStep®	$79.47	36.83%	$50.20	SY
40045	Florentine	SL	Super-Lok®	$63.08	39.32%	$38.28	SY
40045	Florentine	NT	LifeLONG®	$65.00	38.16%	$40.19	SY
40045	Florentine	TR	ErgoStep®	$70.73	35.07%	$45.93	SY
40049	Foliage	SL	Super-Lok®	$51.63	38.02%	$32.00	SY
40049	Foliage	NT	LifeLONG®	$53.54	36.66%	$33.91	SY
40049	Foliage	TR	ErgoStep®	$59.28	33.11%	$39.65	SY
40051	Forest Floor	SL	Super-Lok®	$45.80	38.14%	$28.33	SY
40051	Forest Floor	NT	LifeLONG®	$47.71	36.61%	$30.24	SY
40051	Forest Floor	TR	ErgoStep®	$53.45	32.68%	$35.98	SY

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BROADLOOM 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
44025	Grama II	SL	Super-Lok®	$45.42	40.44%	$27.05	SY
44025	Grama II	NT	LifeLONG®	$47.33	38.80%	$28.97	SY
44025	Grama II	TR	ErgoStep®	$53.07	34.61%	$34.70	SY
44040	Grama Striae II	SL	Super-Lok®	$45.81	39.75%	$27.60	SY
44040	Grama Striae II	NT	LifeLONG®	$47.72	38.16%	$29.51	SY
44040	Grama Striae II	TR	ErgoStep®	$53.46	34.06%	$35.25	SY
44057	Grasscloth	SL	Super-Lok®	$66.13	41.38%	$38.77	SY
44057	Grasscloth	NT	LifeLONG®	$68.04	40.21%	$40.68	SY
44057	Grasscloth	TR	ErgoStep®	$73.78	37.09%	$46.42	SY
40038	Hexfold	SL	Super-Lok®	$72.77	41.16%	$42.82	SY
40038	Hexfold	NT	LifeLONG®	$74.68	40.10%	$44.73	SY
40038	Hexfold	TR	ErgoStep®	$80.42	37.24%	$50.47	SY
40033	Lido	SL	Super-Lok®	$72.22	40.76%	$42.79	SY
40033	Lido	NT	LifeLONG®	$74.13	39.71%	$44.70	SY
40033	Lido	TR	ErgoStep®	$79.87	36.85%	$50.44	SY
40001	Matelasse II	SL	Super-Lok®	$79.95	41.30%	$46.93	SY
40001	Matelasse II	NT	LifeLONG®	$81.87	40.34%	$48.85	SY
40001	Matelasse II	TR	ErgoStep®	$87.60	37.69%	$54.58	SY
40014	Nandina II	SL	Super-Lok®	$74.73	44.83%	$41.23	SY
40014	Nandina II	NT	LifeLONG®	$76.64	43.72%	$43.14	SY
40014	Nandina II	TR	ErgoStep®	$82.38	40.67%	$48.88	SY
40015	Okame II	SL	Super-Lok®	$77.41	44.89%	$42.66	SY
40015	Okame II	NT	LifeLONG®	$79.33	43.81%	$44.57	SY
40015	Okame II	TR	ErgoStep®	$85.06	40.85%	$50.31	SY

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BROADLOOM 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
40044	Piazza	SL	Super-Lok®	$65.13	39.36%	$39.50	SY
40044	Piazza	NT	LifeLONG®	$67.04	38.23%	$41.41	SY
40044	Piazza	TR	ErgoStep®	$72.78	35.22%	$47.15	SY
44060	Plumeria	SL	Super-Lok®	$66.13	41.38%	$38.77	SY
44060	Plumeria	NT	LifeLONG®	$68.04	40.21%	$40.68	SY
44060	Plumeria	TR	ErgoStep®	$73.78	37.09%	$46.42	SY
K0101	Radiance	GL	Super-Lok®	$57.78	40.68%	$34.28	SY
K0101	Radiance	UC	ErgoBlok®	$64.16	36.63%	$40.65	SY
40034	Recode	SL	Super-Lok®	$72.46	40.78%	$42.91	SY
40034	Recode	NT	LifeLONG®	$74.37	39.73%	$44.82	SY
40034	Recode	TR	ErgoStep®	$80.11	36.88%	$50.56	SY
40048	Reflecting Pool	SL	Super-Lok®	$52.62	39.17%	$32.01	SY
40048	Reflecting Pool	NT	LifeLONG®	$54.54	37.79%	$33.92	SY
40048	Reflecting Pool	TR	ErgoStep®	$60.27	34.20%	$39.66	SY
K0120	Solana	GL	Super-Lok®	$64.64	46.81%	$34.38	SY
K0120	Solana	UC	ErgoBlok®	$71.01	42.61%	$40.76	SY
44068	Stratford	SL	Super-Lok®	$32.65	24.19%	$24.75	SY
44068	Stratford	NT	LifeLONG®	$34.57	22.85%	$26.67	SY
44068	Stratford	TR	ErgoStep®	$40.30	19.60%	$32.40	SY
40047	Sunshadow	SL	Super-Lok®	$50.66	37.90%	$31.46	SY
40047	Sunshadow	NT	LifeLONG®	$52.57	36.52%	$33.37	SY
40047	Sunshadow	TR	ErgoStep®	$58.31	32.93%	$39.11	SY
56071	Tatami III	SL	Super-Lok®	$61.67	34.89%	$40.16	SY
56071	Tatami III	NT	LifeLONG®	$63.58	33.84%	$42.07	SY

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BROADLOOM 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
56071	Tatami III	TR	ErgoStep®	$69.32	31.04%	$47.81	SY
40050	Terrace	SL	Super-Lok®	$49.64	37.69%	$30.93	SY
40050	Terrace	NT	LifeLONG®	$51.55	36.29%	$32.85	SY
40050	Terrace	TR	ErgoStep®	$57.29	32.66%	$38.58	SY
40046	Toulon	SL	Super-Lok®	$63.79	39.33%	$38.70	SY
40046	Toulon	NT	LifeLONG®	$65.70	38.18%	$40.61	SY
40046	Toulon	TR	ErgoStep®	$71.44	35.12%	$46.35	SY
40032	Vetro	SL	Super-Lok®	$71.60	40.76%	$42.41	SY
40032	Vetro	NT	LifeLONG®	$73.51	39.70%	$44.32	SY
40032	Vetro	TR	ErgoStep®	$79.25	36.83%	$50.06	SY
44059	Woodrush	SL	Super-Lok®	$66.13	41.38%	$38.77	SY
44059	Woodrush	NT	LifeLONG®	$68.04	40.21%	$40.68	SY
44059	Woodrush	TR	ErgoStep®	$73.78	37.09%	$46.42	SY
30398	Yohji Grid II	SL	Super-Lok®	$44.70	38.42%	$27.53	SY
30398	Yohji Grid II	NT	LifeLONG®	$46.61	36.84%	$29.44	SY
30398	Yohji Grid II	TR	ErgoStep®	$52.35	32.81%	$35.18	SY
44031	Zona III	SL	Super-Lok®	$32.84	23.11%	$25.25	SY
44031	Zona III	NT	LifeLONG®	$34.75	21.83%	$27.16	SY
44031	Zona III	TR	ErgoStep®	$40.49	18.74%	$32.90	SY

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WOVEN 12' ROLL							
Style Code	Style Description	Backing Code	Backing Description	List Price	Discount Off List Price	End User Delivered Price Per UOM	UOM
60137	Apace	CK	CrossCushion® (Woven)	$100.10	31.11%	$68.97	SY
60137	Apace	KW	Crossweave®	$92.45	33.68%	$61.32	SY
60127	Cable Weave	CK	CrossCushion® (Woven)	$98.57	30.97%	$68.04	SY
60127	Cable Weave	KW	Crossweave®	$90.92	33.57%	$60.39	SY
60102	Full Volume III	CK	CrossCushion® (Woven)	$99.42	31.19%	$68.42	SY
60102	Full Volume III	KW	Crossweave®	$91.77	33.79%	$60.77	SY
66002	Halifax	CK	CrossCushion® (Woven)	$90.96	30.94%	$62.82	SY
66002	Halifax	KV	Crossweave Velvet	$83.31	33.78%	$55.17	SY
60133	Indent	CK	CrossCushion® (Woven)	$97.51	30.69%	$67.59	SY
60133	Indent	KW	Crossweave®	$89.86	33.30%	$59.94	SY
60126	Pebble Mesh	CK	CrossCushion® (Woven)	$104.07	30.86%	$71.95	SY
60126	Pebble Mesh	KW	Crossweave®	$96.42	33.31%	$64.30	SY
60131	Plaited	CK	CrossCushion® (Woven)	$110.61	31.25%	$76.05	SY
60131	Plaited	KW	Crossweave®	$102.96	33.57%	$68.40	SY
60128	Reprise	CK	CrossCushion® (Woven)	$109.61	31.35%	$75.24	SY
60128	Reprise	KW	Crossweave®	$101.96	33.71%	$67.59	SY
66005	Shadow Velvet	CK	CrossCushion® (Woven)	$94.43	30.89%	$65.26	SY
66005	Shadow Velvet	KV	Crossweave Velvet	$86.78	33.62%	$57.61	SY

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LVT

TILE + PLANK

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LVT				
Series	**List Price**	**Discount Off List Price**	**End User Delivered Price Per UOM**	**UOM**
Adaptt (SureSet)	$7.36	23.38%	$5.64	SF
Contour	$7.89	26.52%	$5.80	SF
Event	$6.85	35.53%	$4.42	SF
iD Latitude	$5.32	35.93%	$3.41	SF
Victory	$15.59	26.42%	$11.47	SF

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ACCESSORIES

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SUNDRIES				
Product Description & Use	**Spread Rate**	**Style**	**UOM**	**Price per Unit**
MODULAR PRODUCTS				
C-12E Pressure Sensitive Adhesive--Flex-Aire & Desso Only	133-155 Square Yards	604734021	4 Gallon Pail	**$126.52**
	1596-1860 Square Yards		48-4 Gallon Pails	**$120.20**
C-EX Adhesive--ethos *Note: Existing adhesive needs to be removed and the floor primed with C-56. If new concrete has a high level of porosity, C-36E primer is suggested. Do not use with Flex-Aire backing.	133-155 Square Yards	604734022	4 Gallon Pail	**$126.52**
	1596-1860 Square Yards		48-4 Gallon Pails	**$120.20**
TarkettTape®+--ethos Modular & Flex-Aire Modular Only See Technical Bulletin for further configurations.	144 Square Yards per Roll for 24"x24"	604737028	Roll	**$158.17**
POWERBOND PRODUCTS				
C-16E Adhesive	44-55 Square Yards	604734010	4-Gallon Pail	**$93.32**
	528-660 Square Yards		48-4 Gallon Pails	**$87.54**
C-350 Adhesive (ethos Only)	55-82 Square Yards	604734003	4-Gallon Pail	**$126.52**
PRIMERS, SEALERS, AND CLEANERS				
C-36E Primer (Porous concrete floors must be primed)	133-177 Square Yards	604735013	4-Gallon Pail	**$63.68**
C-56 Primer (Encapsulates trace amounts of old adhesive) DO NOT USE with Powerbond Cushion or Medfloor	120-140 Square Yards	604735012	4-Gallon Pail	**$126.52**
Seam Weld-54 (Not for sale in California) ~~Do not use with Powerbond ethos Cushion. Cleans with Seam Cleaner 77~~	800 Linear Feet	604735005	QT	**$16.50**
C-XL Seam Weld (Powerbond & Broadloom) (To be sold in California) Meets SCAQMD, BAAQMD, Water-Based (Cleans with Water)	400 Linear Feet	604735019	QT	**$20.96**
Power-Weld Seam Weld (Powerbond) (To be sold in California) Meets SCAQMD, BAAQMD (Cleans with Acetone)	400 Linear Feet	604735024	QT	**$20.96**
Seam Cleaner 77 (Not for sale in California) Do not use with Powerbond ethos Cushion	1,600 Linear Feet	604735007	QT	**$23.45**
BROADLOOM PRODUCTS				
B-19 Greenbond Adhesive	40-48 Square Yards	604734001	4-Gallon Pail	**$47.44**
LVT PRODUCTS				
RollSmart *Approved for Contour, iD Latitude, Event, MetalEdge	1,400 -1,600 Square Feet	297038073	4-Gallon Pail	**$278.71**
	350-400 Square Feet	297038074	Gallon Pail	**$73.81**
LVT Rollable *Approved for iD Latitude	1,400 -1,600 Square Feet	297038080	4-Gallon Pail	**$293.16**
	350-400 Square Feet	297038081	Gallon Pail	**$76.13**
Tarkett 959HM Vinyl Tile and Plank Adhesive *Approved for Contour, iD Latitude, Event, MetalEdge. Solvent-free easy to apply adhesive	150-175 Square Feet/gal (Porous)	297038338	~~1 QTN~~ ~~(4) 1 Gallon Pail~~	**$149.60**
	250-300 Square Feet/gal (Non-porous)	297038020	4-Gallon Pail	**$140.08**
975 Two-Part Urethane Adhesive ***Approved for Contour, iD Latitude, Event, MetalEdge.**	150 Square Feet	297038014	Gallon Pail	**$189.73**
	300 Square Feet	297038020	2-Gallon Pail	**$340.88**
CENTI 2001 Wet Set Adhesive *Approved for Victory Recommended adhesive for installation over porous subfloor only	125 Square Feet per Gallon	250458003	1-Gallon Pail	**$32.78**
		250458000	4-Gallon Pail	**$108.16**
CENTI 2000 Epoxy Adhesive *Approved for Victory	120-130 Square Feet per Gallon	250458001	1-Gallon Pail	**$69.31**
Tarkett SureStart™ Underlayment	Roll Size: 36 inches x 33.33 feet	500033006	Square Feet	**$0.64**
	Roll Size: 54 inches x 44.4 feet	500033007	Square Feet	**$0.64**
METALEDGE TRANSITION STRIPS-AVAILABLE IN 4 COLORS (STEEL, IRONSTONE, BLACK PEARL & BRASS)				
MetalEdge 001 12' Strip	N/A	N515881	Each	**$25.81**
MetalEdge T02 12' Strip	N/A	N515882	Each	**$25.81**
MetalEdge 003 12' Strip	N/A	N515883	Each	**$25.81**
MetalEdge 004 4' Strip - Leveler Only. Use w/ MetalEdge 003	N/A	440270002	Each	**$14.81**
SOFT SURFACE MAINTENANCE				
SYON-5®	1 Pint - 12 per Carton	604735010	Carton	**$156.97**
	4 Gallons per Carton	604735011	Carton	**$162.11**
Carpet Rescue Kit	N/A	604735003	Each	**$71.29**
Seam Trimmer - Double Blade	N/A	604736008	Each	**$107.15**
Extra Blades (5 per pack) k#PBR-1	N/A	604736005	Pack	**$4.75**
Circular Repair Cookie Cutter	N/A	604736007	Each	**$23.73**
MISCELLANEOUS				
power (Shield)®	6' x 75' - 50 Yards (Roll)	605817004	SF	**$0.64**
Double Faced Tape	2"x25 Yards (Roll)	604737011	Roll	**$24.44**

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HOMOGENEOUS VINYL SHEET							
Style Code	Style Number	Style Description	Gauge	SY per Roll	Roll Size	End User FOB Distributor Warehouse Price	UOM
OPT-R	N500755	iQ Optima	2 mm	59.7	6'6" Width	$46.64	SY
GRT-R	N500749	iQ Granit	2 mm	59.7	6'6" Width	$46.64	SY
EMI-R	N518050	iQ Eminent	3 mm	59.7	6'6" Width	$46.92	
MLD3-R	N500760	Melodia	2 mm	55.66	6'6" Width	$35.52	SY
ARI3-R	N500743	Aria	2 mm	55.66	6'6" Width	$35.52	SY
GRTSFT-R	N500748	Granit Safe-T Sheet	2 mm	60.13	6'6" Width	$46.64	SY
GRTSD-R	N500750	iQ Granit SD Static Dissipative Sheet	2 mm	55	6'6" Width	$51.89	SY
STP-R	N510701	Standard Plus	2 mm	55.66	6'6" Width	$20.88	SY
HOMOGENEOUS VINYL TILE							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
OPT-JT	N500756	iQ Optima JT Tile	2 mm	56	24" x 24"	$381.34	CTN
GRT-JT	N500753	iQ Granit JT Tile	2 mm	56	24" x 24"	$381.34	CTN
EMI-JT	N518053	iQ Eminent JT Tile	2 mm	56	24" x 24"	$381.34	CTN
MLD3-JT	N500759	Melodia JT Tile	2 mm	56	24" x 24"	$340.79	CTN
ARI3-JT	N500745	Aria JT Tile	2 mm	56	24" x 24"	$340.79	CTN
GRTSD-JT	N500751	iQ Granit SD Static Dissipative Tile	2 mm	56	24" x 24"	$452.62	CTN
HETEROGENEOUS VINYL SHEET							
Style Code	Style Number	Style Description	Gauge	SY per Roll	Roll Size	End User FOB Distributor Warehouse Price	UOM
ACW-R	N500739	Acczent Wood	2 mm	55	6'6" Width	$40.99	SY
ACC-R	N510380	Acczent Concrete	2 mm	55	6'6" Width	$40.99	SY
ACZ-R	N510381	Acczent Zen	2 mm	55	6'6" Width	$40.99	SY
ACT-R	N510382	Acczent Tisse	2 mm	55	6'6" Width	$40.99	SY
FLR-R	N510383	Acczent Flourish	2 mm	55	6'6" Width	$40.99	SY
PER-6	N516544	Performa 6'	2 mm	50	6' Width	$25.11	SY
PER-12	N513982	Performa 12' (additional freight charges may apply)	2 mm	100	12' Width	$25.11	SY
TRN-R	N500742	Training	5 mm	49	6'6" Width	$69.11	SY
LINOLEUM SHEET							
Style Code	Style Number	Style Description	Gauge	SY per Roll	Roll Size	End User FOB Distributor Warehouse Price	UOM
LNZ-R	N500767	Lenza	2.5 mm	72	6'5" Width	$33.22	SY
TNL-R	N500769	Tonali	2.5 mm	72	6'5" Width	$33.22	SY
TREN	N516351	Trentino	2.5 mm	72	6'5" Width	$33.22	SY
VEN-R	N500773	Veneto	2.5 mm	72	6'5" Width	$33.22	SY
LinoWall	N516352	Lino Wall	2 mm	42	6'5" Width	$27.66	SY
VINYL COMPOSITION TILE - VCT							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
XXXX	N517710	Tarkett VCT (Full Cartons Only)	1/8"	45	12" x 12"	$73.34	CTN
VINYL ENHANCED TILE - VET							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
AT	N500495	Azterra (Full Cartons Only)	1/8"	45	12" x 12"	$157.85	CTN
CE	N500340	Color Essence (Full Cartons Only)	1/8"	45	12" x 12"	$157.85	CTN
SOLID VINYL TILE - SVT							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
CG	N500491	Cortina Grande (Standard Colors / Full Cartons Only)	1/8"	44.44	16" x 16"	$229.65	CTN

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SOLID RUBBER TILE							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
RT	N500971	Raised Round or Square Surface	1/8"	32	24" x 24"	$10.65	SF
HRTS	N500909	Hammered Surface	1/8"	32	24" x 24"	$10.65	SF
BMRTS	N500849	Bamboo Surface	1/8"	32	24" x 24"	$10.65	SF
BRS	N500869	Brushed Surface	1/8"	32	24" x 24"	$10.65	SF
COS	N500876	Concrete Surface	1/8"	32	24" x 24"	$10.65	SF
CRTS	N500877	Cubis Surface	1/8"	32	24" x 24"	$10.65	SF
CN	N500891	Diamond Surface	1/8"	32	24" x 24"	$10.65	SF
FRTS	N500906	Flagstone Surface	1/8"	32	24" x 24"	$10.65	SF
LRS	N500955	Leather Surface	1/8"	32	24" x 24"	$10.65	SF
FRPA	N500979	Rice Paper Surface	1/8"	32	24" x 24"	$10.65	SF
C	N500999	Smooth Surface	1/8"	32	24" x 24"	$10.65	SF
CFL	N500905	Circulinity Fastlane	1/8"	32	24" x 24"	$10.65	SF
CTR	N501004	Circulinity Tricycle	1/8"	32	24" x 24"	$10.65	SF
CRB	N500993	Circulinity Round-A-Bout	1/8"	32	24" x 24"	$10.65	SF
CTT	N501003	Circulinity Tic-Tac-Toe	1/8"	32	24" x 24"	$10.65	SF
CEF	N500904	Circulinity Effervescent	1/8"	32	24" x 24"	$10.65	SF
FGS	N514170	Forged Surface	1/8"	32	24" x 24"	$10.65	SF
LES	N514171	Linen Surface	1/8"	32	24" x 24"	$10.65	SF
WG	N514172	Woodgrain Surface	1/8"	32	6" x 48"	$10.65	SF
WV	N514173	Woven Surface	1/8"	32	24" x 24"	$10.65	SF
SPECKLED RUBBER TILE							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
HNSP	N500930	Hammered Surface	.080"	32	24" x 24"	$9.24	SF
FRPANSP	N500980	Rice Paper Surface	.080"	32	24" x 24"	$9.24	SF
RTSP	N500962	Raised Round Or Square Surface	1/8"	32	24" x 24"	$12.16	SF
HRTSP	N501241	Hammered Surface	1/8"	32	24" x 24"	$12.16	SF
FRPASP	N500981	Rice Paper Surface	1/8"	32	24" x 24"	$12.16	SF
BMRTSP	N500851	Bamboo Surface	1/8"	32	24" x 24"	$12.16	SF
SPECIALTY RUBBER TILE							
Style Code	Style Number	Style Description	Gauge	SF per Carton	Tile Size	End User FOB Distributor Warehouse Price	UOM
MHO-12	N510440	Mesto Configurations (Full Cartons Only)	.080"	60	12" x 12"	$9.24	SF
MHO-12-24	N510444	Mesto Configurations (Full Cartons Only)	.080"	60	12" x 24"	$9.24	SF
MHO-24	N510441	Mesto Configurations (Full Cartons Only)	.080"	48	24" x 24"	$9.24	SF
MHO-6	N510442	Mesto Configurations (Full Cartons Only)	.080"	60	6" x 6"	$9.24	SF
MHO-6-24	N510443	Mesto Configurations (Full Cartons Only)	.080"	60	6" x 24"	$9.24	SF
MRLR-S	N510391	Minerality Strata - Leather Surface	1/8"	32	12" x 24"	$10.65	SF
MRLR-G	N510410	Minerality Grains - Leather Surface	1/8"	32	6" x 48"	$10.65	SF
COMT-507	N501245	Replay Commotion Square Edge Tile	Black	3/8"	24" x 24"	$7.07	SF
COM-T	N500976	Replay Commotion Square Edge Tile	Speckled	3/8"	24" x 24"	$8.63	SF
COMI-507	N501246	Replay Commotion Interlocking Tile	Black	3/8"	24" x 24"	$7.82	SF
COM-I	N500977	Replay Commotion Interlocking Tile	Speckled	3/8"	24" x 24"	$9.48	SF
SMH	N501011	Triumph Square Edge	Speckled | Mesto	3/8"	24" x 24"	$16.50	SF
SMHSL	N501010	Triumph Slidelock	Speckled | Mesto	3/8"	24" x 24"	$15.84	SF
INRH	N500943	Inertia Square Edge	Speckled | Mesto	1/4"	24" x 24"	$11.91	SF

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MULTI PURPOSE RUBBER FLOORING SHEET							
Style Code	Style Number	Style Description	Color	Gauge	Size	End User FOB Distributor Warehouse Price	UOM
COMR-507	N501243	Replay Commotion Sheet (Full Roll Only)	Black	1/4"	4' x 75'	$3.66	SF
COM-R	N500974	Replay Commotion Sheet (Full Roll Only)	Speckled	1/4"	4' x 75'	$4.64	SF
COMR-507	N501244	Replay Commotion Sheet (Full Roll Only)	Black	3/8"	4' x 50'	$5.19	SF
COM-R	N500975	Replay Commotion Sheet (Full Roll Only)	Speckled	3/8"	4' x 50'	$6.67	SF
WALL BASE (Full Cartons Only)							
Style Code	Style Number	Style Description	Type	LF per Carton	Gauge/Height	End User FOB Distributor Warehouse Price	UOM
TSB(T)-4	N510606	Baseworks TS Thermoset TOE or TOELESS	Coil	120'	1/8" / 4"	$1.45	LF
TSB(T)-4	N500861	Baseworks TS Thermoset TOE or TOELESS	4' section	120'	1/8" / 4"	$1.45	LF
TSB(T)-6	N516029	Baseworks TS Thermoset TOE or TOELESS	Coil	100'	1/8" / 6"	$2.29	LF
TSB(T)-6	N500863	Baseworks TS Thermoset TOE or TOELESS	4' sections	100	1/8" / 6"	$2.29	LF
CB(T)-4	N510600	Traditional TPV Vinyl TOE or TOELESS	Coil	120'	.080 / 4"	$0.93	LF
CB(T)-4	N501147	Traditional TPV Vinyl TOE or TOELESS	4' sections	120'	.080 / 4"	$0.93	LF
CB(T)-6	N516016	Traditional TPV Vinyl TOE or TOELESS	Coil	100'	.080 / 6"	$1.55	LF
CB(T)-6	N501149	Traditional TPV Vinyl TOE or TOELESS	4' sections	100'	.080 / 6"	$1.55	LF
CB(T)-4	N510602	Traditional TPV Vinyl TOE or TOELESS	Coil	120'	1/8" / 4"	$1.12	LF
CB(T)-4	N501148	Traditional TPV Vinyl TOE or TOELESS	4' sections	120'	1/8" / 4"	$1.12	LF
CB(T)-6	N516018	Traditional TPV Vinyl TOE or TOELESS	Coil	100'	1/8" / 6"	$1.70	LF
CB(T)-6	N501150	Traditional TPV Vinyl TOE or TOELESS	4' sections	100'	1/8" / 6"	$1.70	LF
DC(T)-4	N510604	Traditional TPR Rubber TOE or TOELESS	Coil	120'	1/8" / 4"	$1.32	LF
DC(T)-4	N500719	Traditional TPR Rubber TOE or TOELESS	4' sections	120'	1/8" / 4"	$1.32	LF
DC(T)-6	N516022	Traditional TPR Rubber TOE or TOELESS	Coil	100'	1/8" / 6"	$2.03	LF
DC(T)-6	N500722	Traditional TPR Rubber TOE or TOELESS	4' sections	100'	1/8" / 6"	$2.03	LF
MILLWORK CONTOURED WALL BASE (Full Cartons Only)							
Style Code	Style Number	Style Description	Gauge	LF per Carton	Height	End User FOB Distributor Warehouse Price	UOM
MW-A	N510486	Diplomat 8' lengths	3/8"	48'	4 1/2"	$3.03	LF
MW-D	N510488	Outline 8' lengths	5/16"	80'	3 1/2"	$2.21	LF
MW-F	N510490	Reveal 8' lengths	1/4"	64'	4 1/4"	$2.81	LF
MW-G	N510492	Inflection 8' lengths	3/8"	48'	5 1/4"	$5.00	LF
MW-H	N510494	Mandalay 8' lengths	3/8"	40'	4 1/2"	$4.38	LF
RUBBER TREADS - TREAD ONLY							
Style Code	Style Number	Style Description	Color	Lengths Available		End User FOB Distributor Warehouse Price	UOM
RNRD-SQ	N500970	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8'		$18.82	LF
HMNT	N500908	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		$18.82	LF
CNN	N500898	Diamond Surface	Solid	3', 3.5', 4', 4.5', 5', 6'		$18.82	LF
FRPANT	N500978	Rice Paper Surface	Solid	3', 3.5', 4', 4.5', 5', 6'		$18.82	LF
CFLNT	N500706	Circulinity Fastlane Surface	Solid	3', 3.5', 4', 4.5', 5', 6'		$18.82	LF
CUBT	N500708	Cubis Surface	Solid	3', 3.5', 4', 4.5', 5', 6'		$18.82	LF
BMNT	N500855	Bamboo Surface	Solid	3', 3.5', 4', 4.5', 5', 6'		$18.82	LF
RNRD/SQSP	N500961	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8'		$22.49	LF
HMNTSP	N500929	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'		$22.49	LF
CNNSP	N500893	Diamond Surface	Speckled	3', 3.5', 4', 5', 6'		$22.49	LF
FRPANTSP	N510567	Rice Paper Surface	Speckled	3', 3.5', 4', 5', 6'		$22.49	LF

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RUBBER TREADS - TREAD AND RISER						
Style Code	Style Number	Style Description	Color	Lengths Available	End User FOB Distributor Warehouse Price	UOM
RNRD/SQTR	N500973	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$23.72	LF
HNTR	N500937	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$23.72	LF
CNNTR	N500899	Diamond Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$23.72	LF
FRPANTR	N500984	Rice Paper Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$23.72	LF
CFLNTR	N500873	Circulinity Fastlane Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$23.72	LF
CUBTR	N500882	Cubis Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$23.72	LF
BMNTR	N500703	Bamboo Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$23.72	LF
RNRD/SQTRSP	N500963	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$27.52	LF
HNTRSP	N500735	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$27.52	LF
CNNTRSP	N500894	Diamond Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$27.52	LF
FRPANTRSP	N500982	Rice Paper Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$27.52	LF
CFLNTRSP	N514183	Circulinity Fastlane Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$27.52	LF
CUBTRSP	N500879	Cubis Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$27.52	LF
BMNTRSP	N500852	Bamboo Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$27.52	LF
VISUALLY IMPAIRED RUBBER TREADS - TREAD ONLY WITH TAPE						
Style Code	Style Number	Style Description	Color	Lengths Available	End User FOB Distributor Warehouse Price	UOM
VIRNRD	N501015	Raised Round Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8'	$24.19	LF
VIRNSQ	N501017	Raised Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VIHMNT	N500940	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$24.19	LF
VICNN	N500902	Diamond Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VIFRPANT	N500987	Rice Paper Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VICFLNT	N500707	Circulinity Fastlane Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VICUBT	N510621	Cubis Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VIBMNT	N500858	Bamboo Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$24.19	LF
VIRNRD/SQSP	N500966	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8'	$27.90	LF
VIHMNTSP	N500934	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$27.90	LF
VICNNSP	N500896	Diamond Surface	Speckled	3', 3.5', 4', 5', 6'	$27.90	LF
VIFRPANTSP	N510568	Rice Paper Surface	Speckled	3', 3.5', 4', 5', 6'	$27.90	LF
VISUALLY IMPAIRED RUBBER TREADS - TREAD AND RISER WITH TAPE						
Style Code	Style Number	Style Description	Color	Lengths Available	End User FOB Distributor Warehouse Price	UOM
VIRNRD/SQTR	N500969	Raised Round or Square Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$28.82	LF
VIHNTR	N500941	Hammered Surface	Solid	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$30.39	LF
VICNNTR	N500903	Diamond Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$30.39	LF
VIFRPANTR	N500988	Rice Paper Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$30.39	LF
VICFLNTR	N500875	Circulinity Fastlane Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$30.39	LF
VICUBTR	N500884	Cubis Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$30.39	LF
VIBMNTR	N501014	Bamboo Surface	Solid	3', 3.5', 4', 4.5', 5', 6'	$30.39	LF
VIRNRD/SQTRSP	N500967	Raised Round or Square Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$34.15	LF
VIHNTRSP	N500935	Hammered Surface	Speckled	3', 3.5', 4', 4.5', 5', 6', 7', 8', 9'	$34.15	LF
VICNNTRSP	N500897	Diamond Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$34.15	LF
VIFRPANTRSP	N500983	Rice Paper Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$34.15	LF
VICFLNTRSP	N500872	Circulinity Fastlane Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$34.15	LF
VICUBTRSP	N500881	Cubis Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$34.15	LF
VIBMNTRSP	N500854	Bamboo Surface	Speckled	3', 3.5', 4', 4.5', 5', 6'	$34.15	LF

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VINYL STAIR TREADS

Style Code	Style Number	Style Description	Type	Depth	Sizes	End User FOB Distributor Warehouse Price	UOM
HD	N501161	Heavy Duty Vinyl	Tread Only	12 1/4"	3', 3'6", 4', 4'6" 5', 6', 7', 8', 12'	$11.67	LF

PHOTOLUMINESCENT VINYL STAIR TREAD

Style Code	Style Number	Style Description	Type	Depth	Sizes	End User FOB Distributor Warehouse Price	UOM
PVIHDN XX SQ	N510464	Vinyl Stair Tread	Visually Impaired Tread Only	12 1/4"	3', 3'6", 4', 6', 8', 12'	$19.64	LF

PHOTOLUMINESCENT RUBBER STAIR TREADS

Style Code	Style Number	Style Description	Type	Depth	Sizes	End User FOB Distributor Warehouse Price	UOM
PVIRNRD/SQ	N500959	Raised Round or Square Surface	Tread Only	12 1/4"	3', 3'6", 4', 4'6" 5', 6', 7', 8', 9'	$24.86	LF
PVIRNRD/SQTR	N500960	Raised Round or Square Surface	One Piece Tread & Riser	19"	3', 3'6", 4', 4'6" 5', 6', 7', 8', 9'	$31.17	LF
PVIHNTR	N500928	Hammered Surface	One Piece Tread & Riser	19"	3', 3'6", 4', 4'6" 5', 6', 7', 8', 9'	$31.17	LF

PHOTOLUMINESCENT DURA COVER RUBBER BASE

Style Code	Style Number	Style Description	Gauge	LF per Carton	Height	End User FOB Distributor Warehouse Price	UOM
PDCN	N510461	TPR Rubber TOE w/ 1" PL Strip	1/8"	120'	4"	$5.49	LF
PDCN	N510463	TPR Rubber TOE w/ 1" PL Strip	1/8"	100'	6"	$6.80	LF

PHOTOLUMINESCENT TECHNOLOGY - VINYL STAIR NOSINGS

Style Code	Style Number	Style Description	Depth	Sizes	End User FOB Distributor Warehouse Price	UOM
PVITSNN XX	N510466	Stair Nosing - Top Set	2"	12'	$14.18	LF
PVIRCNN XX A	N510467	Recessed Stair Nosing - Undercut for Carpet	2"	12'	$18.01	LF
PVIRCNN XX B	N510468	Recessed Stair Nosing - Heavy Duty Overlap Lip	2"	12'	$18.55	LF
PVIRCN XX B2	N501189	Recessed Stair Nosing - Heavy Duty Overlap Lip w/ 2" Tape	2"	12'	$14.40	LF
PVIVCDN	N510469	Stair Nosing - Double Undercut	2"	12'	$15.25	LF

PHOTOLUMINESCENT VINYL MOLDINGS

Style Code	Style Number	Style Description	Gauge	Packaging	End User FOB Distributor Warehouse Price	UOM
PVFSN 99 1"	440348002	Vinyl Moldings - 1" Feature Strip	1/8"	1" X 50' Coil	$8.75	LF
PVGSN 99 A 1"	440351003	Vinyl Moldings - 1" Guidance Strip	1/8"	1" X 50' Coil	$14.18	LF

PHOTOLUMINESCENT HANDRAIL COVER

Style Code	Style Number	Style Description	Gauge	Size	End User FOB Distributor Warehouse Price	UOM
PHCN	N510472	Handrail Cover	1/8"	12'	$8.75	LF

PHOTOLUMINESCENT TACTILE WARNING

Style Code	Style Number	Style Description	Packaging	Sizes	End User FOB Distributor Warehouse Price	UOM
P40708	297039036	1" Plain Tape	1 Roll	1" X 82' Length	$282.97	EA
P40708L	297039039	1" Plain Tape	1 Roll	1" X 164' Length	$509.32	EA

WELD ROD

Style Code	Style Number	Style Description	Type	Packaging	End User FOB Distributor Warehouse Price	UOM
WRC	N500762	Weld Rod - Multi Color (for HO or HE)	165 LFT Coil	x1 Coil	$73.56	CTN
WR	N501073	Weld Rod - Solid (for HO or HE)	165 LFT Coil	x1 Coil	$61.53	CTN
LSWR	N500768	Linoleum Weld Rod - Solid Color	165 LFT Coil	x1 Coil	$126.04	CTN
LCWR	N500765	Linoleum Weld Rod - Multi Color	165 LFT Coil	x1 Coil	$126.04	CTN

Tarkett USA. Inc
30000 Aurora Rd
Solon, OH 44139
(800) 899-8916

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

ADHESIVE						
Style Code	Style Number	Style Description	Type	Packaging	End User FOB Distributor Warehouse Price	UOM
960-G	297038000	960 Wall Base Adhesive	1 Gallon Unit	x4 1-gallon units	$105.28	CTN
100-G	100-G	100 Clear Thin Spread Adhesive	1 Gallon Unit	x4 1-gallon units	$82.43	CTN
100-4	100-4	100 Clear Thin Spread Adhesive	4 Gallon Unit	4-gallon	$67.55	EA
901	297038075	901 SpraySmart Spray Adhesive	22 OZ Cans	x6 22 oz units	$246.54	CTN
959-1	N518101	959 HM Vinyl Tile & Plank Adhesive	1 Gallon Unit	x4 1-gallon units	$220.18	CTN
959-4	N518101	959 HM Vinyl Tile & Plank Adhesive	4 Gallon Unit	4-gallon	$202.94	EA
965-1	297038011	965 Flooring and Tread Adhesive (use for 950)	1 Gallon Unit	x4 1-gallon units	$198.18	CTN
965-4	297038024	965 Flooring and Tread Adhesive (use for 950)	4 Gallon Unit	4-gallon	$179.06	EA
946-G	270145044	946 Premium Contact Bond Adhesive	1 Gallon Unit	x4 1-gallon units	$439.91	CTN
925-1	297038062	925 Resilient Flooring Adhesive	1 Gallon Unit	x4 1-gallon units	$224.79	CTN
925-4	297038066	925 Resilient Flooring Adhesive	4 Gallon Unit	4-gallon	$218.26	EA
926-1	297038063	926 Vinyl Flooring Adhesive	1 Gallon Unit	x4 1-gallon units	$204.08	CTN
926-4	250458149	926 Vinyl Flooring Adhesive	4 Gallon Unit	4-gallon	$200.15	EA
975-1	N515040	975 Two-Part Urethane Adhesive	1 Gallon Unit	1 Part A & 1 Part B	$150.09	CTN
975-2	N512301	975 Two-Part Urethane Adhesive	2 Gallon Unit	1 Part A & 1 Part B	$269.58	CTN
ROLLSMART	N512502	RollSmart	1 Gallon Unit	x4 1-gallon units	$295.23	CTN
ROLLSMART	297038073	RollSmart	4 Gallon Unit	4-gallon	$278.71	EA
301	297038301	Power Tape - Tread Tape	1 CTN	1 roll x 9.5"	$254.36	CTN
302	297038302	Power Tape - Tread & Riser Tape	1 CTN	2 rolls x 9.5"	$460.81	CTN
906-2	297038065	906 Conductive Adhesive	2 Gallon Unit	2 Gallon Unit	$165.17	EA

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REGIONAL LABOR PRICING

Item Description	UOM	Region 1 N.CA, WA, OR, ID, MT		Region 2 S.CA, NV, AZ, UT, WY, CO		Region 3 NM,TX,OK, AR,LA		Region 4 MS, AL, GA, FL, TN, KY, SC, NC		Region 5 NE, KS, IA, MO, SD, ND		Region 6 WI, MI, IL, OH, IN, MN		Region 7 WV, VA, PA, NY, RI, MD, DE, NJ, CT, VT, MA, NH, ME, DC	
		Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage
Carpet Installation - Powerbond	YD2	$ 8.26	$ 16.52	$ 7.99	$ 15.97	$ 7.76	$ 15.53	$ 8.34	$ 16.68	$ 9.28	$ 18.57	$ 9.38	$ 18.77	$ 8.95	$ 17.89
Carpet Installation - Modular Tile	YD2	$ 8.26	$ 16.52	$ 7.99	$ 15.97	$ 7.76	$ 15.53	$ 8.34	$ 16.68	$ 9.28	$ 18.57	$ 9.38	$ 18.77	$ 8.95	$ 17.89
Carpet Installation - Broadloom w/o Attached Cushion	YD2	$ 9.93	$ 19.87	$ 9.61	$ 19.22	$ 9.31	$ 18.62	$ 10.02	$ 20.02	$ 11.13	$ 22.26	$ 11.26	$ 22.52	$ 10.75	$ 21.50
Carpet Installation - Broadloom w/ Attached Cushion	YD2	$ 10.90	$ 21.81	$ 10.57	$ 21.12	$ 10.24	$ 20.49	$ 11.03	$ 22.05	$ 12.25	$ 24.50	$ 12.36	$ 24.72	$ 11.82	$ 23.64
Carpet Installation - Broadloom with Pattern Match	YD2	$ 12.01	$ 24.01	$ 11.62	$ 23.25	$ 11.29	$ 22.58	$ 12.11	$ 24.21	$ 13.47	$ 26.95	$ 13.60	$ 27.18	$ 12.97	$ 25.95
Furnish Non-Tarkett Woven Carpet	YD2	$ 77.31	$ 154.62	$ 77.31	$ 154.62	$ 77.31	$ 154.62	$ 77.31	$ 154.62	$ 77.31	$ 154.62	$ 77.31	$ 154.62	$ 77.31	$ 154.62
Carpet Installation - Woven with Pattern Match	YD2	$ 38.66	$ 77.31	$ 38.66	$ 77.31	$ 38.66	$ 77.31	$ 38.66	$ 77.31	$ 38.66	$ 77.31	$ 38.66	$ 77.31	$ 38.66	$ 77.31
Carpet Installation - Double Stick	YD2	$ 15.94	$ 31.89	$ 12.78	$ 25.56	$ 12.44	$ 24.90	$ 13.99	$ 27.98	$ 15.57	$ 31.13	$ 13.99	$ 27.98	$ 13.99	$ 27.98
Carpet Installation - Stretch-in	YD2	$ 13.99	$ 27.98	$ 10.90	$ 21.81	$ 10.89	$ 21.79	$ 9.31	$ 18.62	$ 12.44	$ 24.90	$ 12.44	$ 24.90	$ 11.75	$ 23.51
Carpet Installation - Border Inlays	FT	$ 3.13	$ 6.25	$ 3.09	$ 6.19	$ 4.66	$ 9.32	$ 3.91	$ 7.82	$ 4.54	$ 9.08	$ 4.66	$ 9.32	$ 3.91	$ 7.82
Installation of Carpet Base with Bound Edge	FT	$ 2.75	$ 5.51	$ 1.88	$ 3.74	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 1.71	$ 3.44	$ 1.48	$ 2.95	$ 1.71	$ 3.44
Install Primer	FT2	$ 0.94	$ 1.88	$ 0.81	$ 1.61	$ 0.81	$ 1.61	$ 0.94	$ 1.88	$ 1.00	$ 2.01	$ 1.00	$ 2.01	$ 0.88	$ 1.76
Carpet Edge Binding	FT	$ 3.09	$ 6.19	$ 2.28	$ 4.56	$ 2.49	$ 4.98	$ 3.09	$ 6.19	$ 2.26	$ 4.54	$ 2.75	$ 5.51	$ 2.35	$ 4.69
LVT/VET Installation	FT2	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.71	$ 7.43	$ 3.40	$ 6.78	$ 3.32	$ 6.63
LVT/VET - FURNISH AND INSTALL	FT2	$ 9.92	$ 19.85	$ 9.92	$ 19.85	$ 9.92	$ 19.85	$ 9.92	$ 19.85	$ 9.92	$ 19.85	$ 9.92	$ 19.85	$ 9.92	$ 19.85
VCT Installation	FT2	$ 1.70	$ 3.42	$ 1.46	$ 2.91	$ 1.46	$ 2.91	$ 1.46	$ 2.91	$ 1.70	$ 3.42	$ 1.64	$ 3.28	$ 1.70	$ 3.42
VCT - FURNISH AND INSTALL	FT2	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55
Vinyl Sheet Installation (HO & HE)	YD2	$ 33.05	$ 66.10	$ 33.05	$ 66.10	$ 33.05	$ 66.10	$ 33.05	$ 66.10	$ 33.05	$ 66.10	$ 33.05	$ 66.10	$ 33.05	$ 66.10
Vinyl Sheet - FURNISH AND INSTALL	YD2	$ 71.60	$ 143.21	$ 71.60	$ 143.21	$ 71.60	$ 143.21	$ 71.60	$ 143.21	$ 71.60	$ 143.21	$ 71.60	$ 143.21	$ 71.60	$ 143.21
Vinyl Tile Installation	FT2	$ 2.87	$ 5.73	$ 2.87	$ 5.73	$ 2.87	$ 5.73	$ 2.87	$ 5.73	$ 3.09	$ 6.19	$ 3.09	$ 6.19	$ 2.87	$ 5.73
Vinyl Tile - FURNISH AND INSTALL	FT2	$ 11.76	$ 23.53	$ 11.76	$ 23.53	$ 11.76	$ 23.53	$ 11.76	$ 23.53	$ 11.76	$ 23.53	$ 11.76	$ 23.53	$ 11.76	$ 23.53
Rubber Floor Installation	FT2	$ 3.09	$ 6.19	$ 3.09	$ 6.19	$ 3.09	$ 6.19	$ 3.09	$ 6.19	$ 3.72	$ 7.45	$ 3.49	$ 6.99	$ 3.09	$ 6.19
Rubber Floor - FURNISH AND INSTALL	FT2	$ 21.27	$ 42.54	$ 21.27	$ 42.54	$ 21.27	$ 42.54	$ 21.27	$ 42.54	$ 21.27	$ 42.54	$ 21.27	$ 42.54	$ 21.27	$ 42.54
Linoleum Sheet Installation	YD2	$ 58.38	$ 116.77	$ 58.38	$ 116.77	$ 58.38	$ 116.77	$ 58.38	$ 116.77	$ 58.38	$ 116.77	$ 58.38	$ 116.77	$ 58.38	$ 116.77
Linoleum Sheet - FURNISH AND INSTALL	YD2	$ 96.94	$ 193.88	$ 96.94	$ 193.88	$ 96.94	$ 193.88	$ 96.94	$ 193.88	$ 96.94	$ 193.88	$ 96.94	$ 193.88	$ 96.94	$ 193.88
Sports Flooring Installation	FT2	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07	$ 3.54	$ 7.07
Sports Flooring - FURNISH AND INSTALL	FT2	$ 14.31	$ 28.62	$ 14.31	$ 28.62	$ 14.31	$ 28.62	$ 14.31	$ 28.62	$ 14.31	$ 28.62	$ 14.31	$ 28.62	$ 14.31	$ 28.62
Ceramic Tile - FURNISH AND INSTALL	FT2	$ 36.89	$ 73.79	$ 35.64	$ 71.28	$ 36.29	$ 72.57	$ 36.89	$ 73.79	$ 37.54	$ 75.06	$ 37.54	$ 75.06	$ 36.29	$ 72.57
Additional Cost for After Hours Installation	YD2	$ 5.24	$ 10.49	$ 5.24	$ 10.49	$ 5.24	$ 10.49	$ 5.24	$ 10.49	$ 5.24	$ 10.49	$ 5.39	$ 10.77	$ 5.39	$ 10.77
Resilient Heat Weld	FT	$ 5.37	$ 10.73	$ 4.47	$ 8.95	$ 4.72	$ 9.46	$ 5.39	$ 10.77	$ 6.11	$ 12.23	$ 6.11	$ 12.23	$ 6.59	$ 13.18
Resilient Flash Cove	FT	$ 5.37	$ 10.73	$ 4.47	$ 8.95	$ 4.72	$ 9.46	$ 5.39	$ 10.77	$ 6.11	$ 12.23	$ 6.11	$ 12.23	$ 6.59	$ 13.18
Vented Base - FURNISH AND INSTALL	FT	$ 16.52	$ 33.05	$ 16.52	$ 33.05	$ 16.52	$ 33.05	$ 16.52	$ 33.05	$ 16.52	$ 33.05	$ 16.52	$ 33.05	$ 16.52	$ 33.05
4" Cove Base - FURNISH AND INSTALL	FT	$ 3.42	$ 6.83	$ 3.42	$ 6.83	$ 3.42	$ 6.83	$ 3.42	$ 6.83	$ 3.42	$ 6.83	$ 3.42	$ 6.83	$ 3.42	$ 6.83
6" Cove Base - FURNISH AND INSTALL	FT	$ 5.31	$ 10.62	$ 5.31	$ 10.62	$ 5.31	$ 10.62	$ 5.31	$ 10.62	$ 5.31	$ 10.62	$ 5.31	$ 10.62	$ 5.31	$ 10.62
4" Cove Base Installation	FT	$ 1.82	$ 3.63	$ 1.82	$ 3.63	$ 1.82	$ 3.63	$ 1.82	$ 3.63	$ 1.82	$ 3.63	$ 1.82	$ 3.63	$ 1.82	$ 3.63
6" Cove Base Installation	FT	$ 2.78	$ 5.57	$ 2.78	$ 5.57	$ 2.78	$ 5.57	$ 2.78	$ 5.57	$ 2.78	$ 5.57	$ 2.78	$ 5.57	$ 2.78	$ 5.57
Carpet Removal - Stretch-in	YD2	$ 5.46	$ 10.90	$ 2.81	$ 5.62	$ 2.87	$ 5.73	$ 3.91	$ 7.82	$ 6.21	$ 12.42	$ 3.91	$ 7.82	$ 4.92	$ 9.82
Carpet Removal - Direct Glue	YD2	$ 6.21	$ 12.42	$ 3.94	$ 7.86	$ 3.91	$ 7.82	$ 4.10	$ 8.20	$ 4.54	$ 9.08	$ 4.85	$ 9.69	$ 4.85	$ 9.69
Carpet Removal - Double Stick/Attached Cushion	YD2	$ 14.38	$ 28.77	$ 11.29	$ 22.58	$ 9.85	$ 19.70	$ 10.61	$ 21.22	$ 9.93	$ 19.87	$ 12.63	$ 25.25	$ 16.76	$ 33.51
Carpet Removal - Modular Tile	YD2	$ 5.50	$ 11.00	$ 4.24	$ 8.49	$ 3.68	$ 7.35	$ 4.17	$ 8.35	$ 4.27	$ 8.55	$ 4.69	$ 9.38	$ 6.28	$ 12.56
Carpet Palletize/Shrinkwrap; if required to prepare for Recycling	YD2	$ 1.67	$ 3.35	$ 1.24	$ 2.49	$ 1.43	$ 2.87	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 1.55	$ 3.11
Flooring Disposal	YD2	$ 1.09	$ 2.18	$ 0.86	$ 1.71	$ 0.71	$ 1.43	$ 0.80	$ 1.59	$ 0.79	$ 1.56	$ 0.94	$ 1.88	$ 1.25	$ 2.51
Carpet Recycling	YD2	$ 3.19	$ 6.39	$ 3.19	$ 6.39	$ 3.19	$ 6.39	$ 3.67	$ 7.33	$ 3.19	$ 6.39	$ 3.19	$ 6.39	$ 3.19	$ 6.39

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		Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage
VCT Removal	FT2	$ 1.01	$ 2.03	$ 1.01	$ 2.03	$ 1.01	$ 2.03	$ 1.16	$ 2.34	$ 1.33	$ 2.64	$ 1.16	$ 2.34	$ 1.43	$ 2.87
LVT Removal	FT2	$ 1.88	$ 3.74	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.16	$ 2.34	$ 1.33	$ 2.64	$ 1.33	$ 2.64	$ 1.48	$ 2.95
Solid Vinyl Removal	FT2	$ 1.16	$ 2.34	$ 1.01	$ 2.03	$ 1.01	$ 2.03	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 1.48	$ 2.95
Rubber Floor Removal	FT2	$ 1.55	$ 3.11	$ 1.16	$ 2.34	$ 1.09	$ 2.18	$ 1.55	$ 3.11	$ 1.81	$ 3.61	$ 1.55	$ 3.11	$ 1.71	$ 3.44
Removal and Disposal of Ceramic/Porcelain Tile	FT2	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72
Removal and Disposal of Cove Base	FT	$ 0.44	$ 0.88	$ 0.40	$ 0.80	$ 0.61	$ 1.23	$ 0.57	$ 1.14	$ 0.57	$ 1.14	$ 0.61	$ 1.23	$ 0.66	$ 1.33
89% Glue Removal	FT2	$ 0.61	$ 1.23	$ 0.43	$ 0.86	$ 0.33	$ 0.66	$ 0.38	$ 0.74	$ 0.38	$ 0.74	$ 0.52	$ 1.04	$ 0.61	$ 1.23
Adhesive Removal	FT2	$ 0.71	$ 1.43	$ 1.11	$ 2.22	$ 1.11	$ 2.22	$ 1.11	$ 2.22	$ 1.11	$ 2.22	$ 1.11	$ 2.22	$ 1.11	$ 2.22
Furniture Lift System	YD2	$ 10.09	$ 20.19	$ 10.82	$ 21.63	$ 8.87	$ 17.76	$ 9.85	$ 19.70	$ 9.85	$ 19.70	$ 11.59	$ 23.17	$ 9.85	$ 19.70
Library Lift	YD2	$ 35.53	$ 71.05	$ 30.66	$ 61.31	$ 33.47	$ 66.93	$ 35.53	$ 71.05	$ 38.78	$ 77.55	$ 38.78	$ 77.55	$ 34.40	$ 68.81
Furniture Removal/Replacement	YD2	$ 5.70	$ 11.41	$ 4.91	$ 9.80	$ 3.86	$ 7.71	$ 4.79	$ 9.59	$ 4.86	$ 9.72	$ 5.13	$ 10.27	$ 4.54	$ 9.08
Moving Boxes	EA	$ 5.63	$ 11.26	$ 5.00	$ 10.01	$ 5.45	$ 10.88	$ 5.63	$ 11.26	$ 6.23	$ 12.47	$ 6.23	$ 12.47	$ 5.75	$ 11.51
Floor Prep (Portland Base) Material and Labor (100s/f per 10# bag to skim coat)	FT2	$ 1.12	$ 2.24	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.33	$ 2.64	$ 1.33	$ 2.64	$ 1.01	$ 2.03	$ 1.16	$ 2.34
Major Floor Preparation (to include self-leveling) - Material Only (55s/f per 55# bag)	FT2	$ 1.55	$ 3.11	$ 1.48	$ 2.95	$ 1.48	$ 2.95	$ 1.55	$ 3.11	$ 1.93	$ 3.86	$ 1.61	$ 3.21	$ 1.50	$ 3.00
Major Floor Preparation (to include self-leveling) - Labor Only (55s/f per 55# bag)	FT2	$ 1.69	$ 3.40	$ 1.48	$ 2.95	$ 1.48	$ 2.95	$ 1.55	$ 3.11	$ 1.55	$ 3.11	$ 2.21	$ 4.43	$ 2.06	$ 4.12
Subfloor Prep Labor - (Skimcoat)	FT2	$ 0.95	$ 1.90	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51
Subfloor Prep Materials (10lb bag portland cement based skimcoat 100s/f)	FT2	$ 0.26	$ 0.51	$ 0.95	$ 1.90	$ 0.95	$ 1.90	$ 0.95	$ 1.90	$ 0.95	$ 1.90	$ 0.95	$ 1.90	$ 0.95	$ 1.90
Bead Blast (not included in Floor Prep)	FT2	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72	$ 7.35	$ 14.72
Plantetary Grinder Usage Fee $/DAY	EA	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$ 445.89	$ 891.79
Planetary Diamond Tooling - (Set of 9 Pucks)	EA	$230.82	$ 461.63	$230.82	$ 461.63	$230.82	$ 461.63	$230.82	$ 461.63	$230.82	$ 461.63	$230.82	$ 461.63	$ 230.82	$ 461.63
Shot Blaster Usage Fee $/DAY	EA	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$445.89	$ 891.79	$ 445.89	$ 891.79
Shot Blaster Steel Shot	BAG	$ 20.98	$ 41.97	$ 20.98	$ 41.97	$ 20.98	$ 41.97	$ 20.98	$ 41.97	$ 20.98	$ 41.97	$ 20.98	$ 41.97	$ 20.98	$ 41.97
Transition Strips and Labor	FT	$ 4.66	$ 9.32	$ 4.39	$ 8.77	$ 4.29	$ 8.59	$ 4.29	$ 8.59	$ 4.66	$ 9.32	$ 3.91	$ 7.82	$ 4.66	$ 9.32
Stair Nosing - FURNISH AND INSTALL	FT	$ 41.94	$ 83.87	$ 41.94	$ 83.87	$ 41.94	$ 83.87	$ 41.94	$ 83.87	$ 41.94	$ 83.87	$ 41.94	$ 83.87	$ 41.94	$ 83.87
Stair Nosing Labor	FT	$ 21.50	$ 43.00	$ 21.50	$ 43.00	$ 21.50	$ 43.00	$ 21.50	$ 43.00	$ 21.50	$ 43.00	$ 21.50	$ 43.00	$ 21.50	$ 43.00
Stair Tread - FURNISH AND INSTALL	FT	$106.74	$ 213.49	$106.74	$ 213.49	$106.74	$ 213.49	$106.74	$ 213.49	$106.74	$ 213.49	$106.74	$ 213.49	$ 106.74	$ 213.49
Stair Tread Install	FT	$ 23.92	$ 47.83	$ 23.92	$ 47.83	$ 23.92	$ 47.83	$ 24.45	$ 48.89	$ 24.75	$ 49.48	$ 25.53	$ 51.07	$ 25.33	$ 50.65
Imaginations Rug/Logo Fabrication (sizes less than 16X16)	FT2	$252.82	$ 505.63	$252.82	$ 505.63	$252.82	$ 505.63	$252.82	$ 505.63	$252.82	$ 505.63	$252.82	$ 505.63	$ 252.82	$ 505.63
Imaginations Rug/Logo Fabrication (sizes16X16 and above)	FT2	$125.08	$ 250.18	$125.08	$ 250.18	$125.08	$ 250.18	$125.08	$ 250.18	$125.08	$ 250.18	$125.08	$ 250.18	$ 125.08	$ 250.18
Color Change Upcharge-Soft Surface	YD2	$ 10.49	$ 20.97	$ 10.49	$ 20.97	$ 10.49	$ 20.97	$ 10.49	$ 20.97	$ 10.49	$ 20.97	$ 10.49	$ 20.97	$ 10.49	$ 20.97
Hourly Labor (for any service not otherwise listed on this price list)	HR	$206.71	$ 413.43	$206.71	$ 413.43	$206.71	$ 413.43	$206.71	$ 413.43	$206.71	$ 413.43	$206.71	$ 413.43	$ 206.71	$ 413.43
Moisture Testing F&I	EA	$218.91	$ 437.82	$218.91	$ 437.82	$218.91	$ 437.82	$218.91	$ 437.82	$218.91	$ 437.82	$218.91	$ 437.82	$ 218.91	$ 437.82
Moisture Testing Labor (per In-situ Probe minimum 3 tests)	EA	$165.18	$ 330.35	$165.18	$ 330.35	$165.18	$ 330.35	$165.18	$ 330.35	$165.18	$ 330.35	$165.18	$ 330.35	$ 165.18	$ 330.35
Moisture Testing Materials (per In-situ Probe minimum 3 tests)	EA	$ 94.38	$ 188.77	$ 94.38	$ 188.77	$ 94.38	$ 188.77	$ 94.38	$ 188.77	$ 94.38	$ 188.77	$ 94.38	$ 188.77	$ 94.38	$ 188.77
MI Moisture Limiter (Up to 95.0% RH)	FT2	$ 3.39	$ 6.76	$ 3.13	$ 6.25	$ 3.13	$ 6.25	$ 3.39	$ 6.76	$ 3.75	$ 7.52	$ 3.75	$ 7.52	$ 3.32	$ 6.63
MI Moisture Limiter (Up to 98.9% RH)	FT2	$ 9.00	$ 18.00	$ 8.15	$ 16.30	$ 8.15	$ 16.30	$ 9.00	$ 18.00	$ 10.02	$ 20.02	$ 10.02	$ 20.02	$ 8.76	$ 17.51
Furnish 100% Solids Epoxy Moisture Control System-Materials	FT2	$ 1.32	$ 2.62	$ 1.32	$ 2.62	$ 1.32	$ 2.62	$ 1.32	$ 2.62	$ 1.32	$ 2.62	$ 1.32	$ 2.62	$ 1.32	$ 2.62

Tarkett USA. Inc
30000 Aurora Rd
Solon, OH 44139
(800) 899-8916

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

REGIONAL LABOR PRICING

Item Description	UOM	Region 1 N.CA, WA, OR, ID, MT		Region 2 S.CA, NV, AZ, UT, WY, CO		Region 3 NM,TX,OK, AR,LA		Region 4 MS, AL, GA, FL, TN, KY, SC, NC		Region 5 NE, KS, IA, MO, SD, ND		Region 6 WI, MI, IL, OH, IN, MN		Region 7 WV, VA, PA, NY, RI, MD, DE, NJ, CT, VT, MA, NH, ME, DC	
		Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage	Standard	Union / Prev. Wage
Apply 100% Solids Epoxy Moisture Control System - Labo	FT2	$ 0.46	$ 0.93	$ 0.46	$ 0.93	$ 0.46	$ 0.93	$ 0.46	$ 0.93	$ 0.46	$ 0.93	$ 0.46	$ 0.93	$ 0.46	$ 0.93
Furnish Multi-ply voidless birch underlayment 4'x6'- 20s/f - (Including Staples) - Materials	EA	$ 41.97	$ 83.95	$ 41.97	$ 83.95	$ 41.97	$ 83.95	$ 41.97	$ 83.95	$ 41.97	$ 83.95	$ 41.97	$ 83.95	$ 41.97	$ 83.95
Install Multi-ply voidless birch underlayment 4'x6'- 20s/f - Labor	FT2	$ 1.97	$ 3.95	$ 1.97	$ 3.95	$ 1.97	$ 3.95	$ 1.97	$ 3.95	$ 1.97	$ 3.95	$ 1.97	$ 3.95	$ 1.97	$ 3.95
Sand Existing Finish	FT2	$ 3.62	$ 6.22	$ 3.62	$ 7.25	$ 3.62	$ 7.25	$ 3.62	$ 7.25	$ 3.62	$ 7.25	$ 3.62	$ 7.25	$ 3.62	$ 7.25
Screen(rough up) Existing Finish	FT2	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43
Remove Coating	FT2	$ 0.33	$ 0.66	$ 0.33	$ 0.66	$ 0.33	$ 0.66	$ 0.33	$ 0.66	$ 0.33	$ 0.66	$ 0.33	$ 0.66	$ 0.33	$ 0.66
Provide and Install 1/4 Plywood	FT2	$ 3.77	$ 7.56	$ 3.77	$ 7.56	$ 3.77	$ 7.56	$ 3.77	$ 7.56	$ 3.77	$ 7.56	$ 3.77	$ 7.56	$ 3.77	$ 7.56
Apply New Finish Per Coat	FT2	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43	$ 0.71	$ 1.43
Epoxy	FT2	$ 26.04	$ 52.08	$ 26.04	$ 52.08	$ 26.04	$ 52.08	$ 26.04	$ 52.08	$ 26.04	$ 52.08	$ 26.04	$ 52.08	$ 26.04	$ 52.08
Floor Care Soft Surface Flooring Interim Maintenance	FT2	$ 1.73	$ 3.46	$ 1.64	$ 3.28	$ 1.64	$ 3.28	$ 1.64	$ 3.28	$ 1.64	$ 3.28	$ 1.64	$ 3.28	$ 1.64	$ 3.28
Floor Care Soft Surface Flooring Restoration Maintenance	FT2	$ 4.03	$ 8.07	$ 3.83	$ 7.65	$ 3.83	$ 7.65	$ 3.83	$ 7.65	$ 3.83	$ 7.65	$ 3.83	$ 7.65	$ 3.83	$ 7.65
Floor Care Resilient Flooring Deep Scrub and Buff	FT2	$ 1.15	$ 2.32	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.09	$ 2.18	$ 1.09	$ 2.18
Floor Care Resilient Flooring Scrub and Recoat	FT2	$ 2.32	$ 4.63	$ 2.18	$ 4.37	$ 2.18	$ 4.37	$ 2.18	$ 4.37	$ 2.18	$ 4.37	$ 2.18	$ 4.37	$ 2.18	$ 4.37
Floor Care Resilient Flooring Restoration of Finish	FT2	$ 3.47	$ 6.94	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55	$ 3.27	$ 6.55
Generator Usage Fee (Including Fuel Surcharge) $/DAY	EA	$367.21	$ 734.41	$367.21	$ 734.41	$367.21	$ 734.41	$367.21	$ 734.41	$367.21	$ 734.41	$367.21	$ 734.41	$ 367.21	$ 734.41
Concrete Substrate crack & joint Mitigation - Materials	FT2	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51	$ 0.26	$ 0.51
Concrete Substrate crack & joint Mitigation - Labor	FT2	$ 0.55	$ 1.10	$ 0.55	$ 1.10	$ 0.55	$ 1.10	$ 0.55	$ 1.10	$ 0.55	$ 1.10	$ 0.55	$ 1.10	$ 0.55	$ 1.10
Long Term Storage (Sq Ft per Month)	EA	$ 0.96	$ 1.92	$ 0.88	$ 1.76	$ 0.88	$ 1.76	$ 0.96	$ 1.92	$ 1.07	$ 2.14	$ 1.07	$ 2.14	$ 0.96	$ 1.92
Staging / Inside Delivery	HR	$ 61.91	$ 123.82	$ 58.84	$ 117.70	$ 58.84	$ 117.70	$ 61.91	$ 123.82	$ 68.80	$ 137.59	$ 68.80	$ 137.59	$ 60.90	$ 121.82
Mileage Reimbursement	EA	$ 0.88	$ 1.76	$ 0.79	$ 1.56	$ 0.88	$ 1.76	$ 0.88	$ 1.76	$ 0.94	$ 1.88	$ 0.94	$ 1.88	$ 0.79	$ 1.56
Hotel/Motel	EA	$194.46	$ 388.93	$187.64	$ 375.27	$194.81	$ 389.61	$194.81	$ 389.61	$194.46	$ 388.93	$194.46	$ 388.93	$ 210.02	$ 420.04
Food (Per Diem)	EA	$ 70.01	$ 140.04	$ 62.54	$ 125.07	$ 54.44	$ 108.89	$ 61.29	$ 122.58	$ 54.44	$ 108.89	$ 70.01	$ 140.04	$ 70.01	$ 140.04
Project Surcharge (Maximum 25% Project Value)	EA	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%

Labor prices submitted are "Not-to-Exceed" for turnkey services through the Tarkett Source One® Department.
Carpet labor pricing is for projects of 500 s/y or more. Smaller projects could require additional "minimum" costs.
LVT/VCT labor pricing is for projects 1000 s/ft or more. Projects smaller than 1000 s/ft, or installations involving patterns could require additional costs.
Payment and Performance bond costs are not included in pricing.
On Turnkey projects, Tarkett will invoice for material as it ships (or as phased), and labor as it completes. EA invoice is due Net 30 days after invoice date (subject to credit approval).
Tarkett storage is included for 35 days without cost. Longer duration storage could be at additional costs.
Additional items and services may be available through Tarkett Source One® at competetively negotiated pricing.
The above pricing may not include all project administration and execution costs. A turnkey services fee could be added to EA project to cover the cost of administering the turnkey program.

Tarkett USA. Inc
30000 Aurora Rd
Solon, OH 44139
(800) 899-8916

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

Terms & Conditions	
California AB2398 Carpet Stewardship Assessment Fee	• Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee. • This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.
Asbestos Abatement	• Neither Tarkett nor its installers will be responsible for the handling, removal, or abatement of asbestos contained flooring materials or adhesives. • Building Owner must provide an Asbestos Hazard Emergency Response Act (AHERA) report to Tarkett prior to implementation by Tarkett of flooring preparation and/or installation of flooring material for each job. • If any chemical stripping agents such as those commonly used in asbestos abatement have been utilized, Tarkett and its installers may require additional measures be taken prior to installation of flooring product.
Pricing	• Pricing includes freight as indicated. Pricing does not include applicable taxes. • Pricing shown shall be held for a period of 6 months from effective date of any given term. After this period, Tarkett may change the pricing upon 30 days' prior written notice in accordance with the following terms. • After this period, any change in pricing will be based on published industry wide materials or internal price increases and shall not exceed 10% in any trailing 12-month term. • Product pricing may be modified or amended with 30-days prior written notice to Customer. • If Customer's order is mailed or otherwise placed during said 30-day period, the prior price shall prevail.
Minimum Order Requirements	**Soft Surface Products:** • Minimum order requirement for Powerbond, Modular Tile running line & Broadloom products is 65 square yards. • Minimum order requirement for running line products under the Tarkett Quickship program is 25 square yards for Powerbond & Modular Tile except for: Halftone Transition and Code Transition (20 Square Yards) Plexus Colour IV, Abrasive Action II & Assertive Series (5 Square Yards or one carton of 24" x 24" Modular Tile 6.67 Square Yards) • Non-standard styles require a minimum order of 500 square yards. • Modular Tile orders are subject to full carton shipments. Orders of 100 square yards or less are subject to an additional one full carton. (6.67 square yards per carton of 24" x 24" Modular Tile) **LVT Products:** • LVT products are subject to full carton shipments. **Resilient Products:** • Cut charge applicable on sheet cut request. • Rubber sheet sold in full roll quantities. • Vinyl tile, wall base and adhesives sold in full carton quantities.
Payment Terms	• Net 30 Days from the date of invoice.
Change Orders	• Any work not included in the initial scope of work will require a signed change order before work can begin.
Deliveries	• All available alternatives will be reviewed in an effort to satisfy the customer's product delivery requirements. • Tarkett Resilient (not including LVT) products include delivery to a distribution hub to the extent noted on the quoted and mutually agreed to pricing. Delivery, including, without limitation, to Authorized Dealers, members job sites, outside of the continental United States, certain distribution locations, or other designated destinations may incur additional fees. • On Resilient products, there will be a lift gate delivery charge (where required) based on location and will be charged accordingly.
Floor Preparation	• Refer to installation instructions on Tarkett.com for the most up to date information. • Costs associated with additional floor preparation will be negotiated on a job-to-job basis. • Floors must be free of dirt, oil, paint, and excessive moisture in order for the product to perform properly. • Please note the MVER, RH & Alkalinity testing must be performed to give an accurate assessment of the concrete condition and the test results/data of each test shall be within acceptable limits. • Wet or mechanical removal of all non-water based adhesives is recommended.
FOB	• Point of Manufacturer or Distribution Hub

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

Terms & Conditions	
Labor Exclusions	• Protection of Floors • Boding Cost • Carpet Cleaning • Night/Weekend Labor • Dumpster Cost • Trip Charges • Stairs • Asbestos Abatement • Preformed Corners • Mats • Cleaning/Waxing of Resilient Flooring • Attic Stock • Furniture Moving Materials • Extensive Floor Preparation • Sales Tax • Border Carpet • Removal & Disposal of Resilient Flooring
Order Cancellation or Returns	**Area Rugs:** • Area rugs are custom made and may not be cancelled. **Soft Surface Products:** • Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. • Material that has already been shipped may be returned only with prior written approval of an authorized Tarkett representative and may be subject to restocking fees and any return freight incurred. **LVT Products:** • Contour, Venue and the Victory Series products are custom made and may not be canceled or returned. • Customer may cancel any portion of a purchase order for the Event Series products, or the whole thereof, that have not already been shipped, subject to a 30% restocking fee. • Products that have already been shipped may be returned only with prior written approval of an authorized Tarkett representative, and will be subject to a 30% restocking fees and any return freight incurred. **Resilient Products:** • Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. • Material that has already been shipped may be returned only with prior written approval of an authorized Tarkett representative and may be subject to a minimum 25% restocking fees and any return freight incurred. **NOTE:** The Parties herein agree that there shall be no cancellation or return for any Custom product orders.
Invoices	**Material Only Orders:** • An invoice will be issued upon shipment of the material. **Source One Turnkey Projects:** • Material - An invoice will be issued upon shipment of the material. • Installation - An invoice will be issued upon completion of installation or as needed for phased installation.
Lead Times	**Soft Surface Products:** • Production of material will begin upon the receipt of a signed valid purchase order or a fully executed contract. • Quickship Carpets - Allow an average of two weeks for production plus applicable shipping time. • Running Line Carpets - Allow an average of eight weeks for production plus applicable shipping time. • Custom Carpets - Allow an average of twelve weeks for production plus applicable shipping time. **LVT Products:** • 2 - 4 weeks depending on style **Resilient Products (Excluding LVT):** • Rubber Products - 4 - 6 weeks • Vinyl Sheet and Tile - 2 - 3 weeks for stocked products, 16 weeks for unstocked products • Wall Base - 3 weeks
Title/Risk of Loss	• Title and Risk of loss shall pass to the Customer upon transfer to the freight carrier. • Tarkett shall promptly replace damaged or lost material occurring during transit and ship the replacement order as expeditiously as possible at no cost to the Customer. • Tarkett shall file any claims with the carrier on behalf of the Customer for any prepaid shipments.

Sourcewell

Contract #080819-TFU exp Oct 11, 2023

Tarkett Alliance Number: 168119

Tarkett Resilient NPN: 583107

Pricing Effective: September 1, 2022

Terms & Conditions	
Warranty	• Please visit Tarkett.com for comprehensive warranty terms
Overages	**Soft Surface Products:** • Modular Tile product orders will be accepted for full cartons only. Orders of 100 square yards or less are subject to one additional full carton. • Standard Running Line products are subject to the following shippable overage conditions per item ordered: 1,500 Square Yards or less 5% 1,501-5,000 Square Yards 2% 5,001 Square Yards 1% **LVT Products:** • All orders will be accepted for full cartons only. **Resilient Wall Base and Adhesive Products:** • All orders will be accepted for full cartons only. **Note:** Overages for all products must be shown on the Purchase Order.
Custom Products	• Custom product constructions and product custom colors are available at negotiated prices. • All soft surface custom products are subject to a minimum order requirement based upon the custom product construction and applicable shippable manufacturing overages. • Custom Accuweaves - untested patterns require mockups prior to order. • Other custom constructions and/or colors may also require mockups prior to order. • All custom option orders must be approved by the Tarkett's Product Development and Technical Services departments. • Custom Broadloom product orders are subject to a manufacturing overage of 5% or 6 lineal feet, whichever is greater. • Modular Tile and Powerbond with a custom color require a $350 piece dye charge with a minimum order requirement based on the product. • The Parties herein agree that there shall be no cancellation or return for custom product orders. • All soft surface Custom or dropped product orders are subject to the following shippable overage conditions per item ordered. 1,500 Square Yards or less 5% 1,501-5,000 Square Yards 2% 5,001 Square Yards 1% **Note:** Overages for all products must be shown on the Purchase Order.
NOTES	• All Tarkett products and services not shown are also available. Please contact your Account Representative for more details. • Please include product style, color and size on each purchase order as applicable. • Please place Tarkett Alliance or Customer Number as well as Resilient NPN number on all orders and communications to ensure utilization of the proper pricing as well as for reporting.

Tarkett USA. Inc
30000 Aurora Rd
Solon, OH 44139
(800) 899-8916

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Maintenance Capital Millage Carpet & Flooring (as of 1/30/23)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3720 E	7400	6800	9500	M2100	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 1,400,000.00		$		$ 42,043.00		$ 1,357,957.00		$ 1,357,957.00		$ 0.00

Account Name: Maintenance General Fund Repairs & Maintenance (as of 1/30/23)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1110 E	8100	3500	9500	49500	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 2,135,000.00		$		$ 394,471.18		$ 1,740,528.82		$ 42,043.00		$ 1,698,485.82

B. Item Currently Not Budgeted -**

Funding Source:
Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:
Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: New
for Current Year:

Prior Year Approved Budget: $ 152,614.55
Prior Year Actual Spent: $ 152,614.55

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 35. 23-1238 2/14/2023

Title and Board Action Requested
Award Bid No. 23-670-22, Plumbing Products, Fixtures, Equipment, Parts & Supplies to Best Plumbing Specialties, Inc. & Tampa Winsupply, Inc, for plumbing products, fixtures, equipment, parts and supplies and authorize purchases for estimated annual spending of $100,000.00.

Executive Summary
The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve the award of Bid No. 23-670-22, Plumbing Products, Fixtures, Equipment, Parts & Supplies and authorize the purchase of various plumbing products, supplies and parts (as-needed) for the Maintenance department for an estimated annual spending of $100,000.00

My Contact
Brian Still
Director of Maintenance
352-797-7071

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $100,000.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 14, 2023**

Bid No. 23-670-22

Bid Title: Plumbing Products, Fixtures, Parts & Supplies

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s)	☐Request for Proposal(s)	☒Low Bid(s) Meeting Specification	☐Rejection/Cancellation
☐Revised Award	☐Renewal of Contract	☐Sole Source	☐Re-Award (Partial/Whole)
☐Bid Termination	☐Revisions/Amendments to Bid	☐Bid Extension	☐Emergency
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 02/14/2023 through 02/13/2025 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
3		1	

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: 19	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	- 2 -	- 0 -	- 0 -	- 0 -	

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Brian Still
Director of Maintenance

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2322

This tabulation establishes a contract with suppliers to provide various plumbing products, equipment, parts, supplies, accessories, etc., regardless of manufacturer/brand, securing firm percentage (%) discount off vendor's published catalogs/manufacturer's published price list(s).

Sampling of items covered under this contract include, *but is not limited to*:

- General Miscellaneous Parts, Tools, Equipment, Supplies & Material;
- Water Coolers, Fountains & Associated Parts;
- Water Heaters & Associated Parts;
- PVC Pipes (Various Sizes);
- PVC Valves (Various Sizes);
- PVC Fittings (Various Sizes);
- Faucets & Associated Parts;
- Galvanized Items (Pipe & Fittings);
- Cooper Item (Pipe Fittings, Etc.);
- General Plumbing Parts;
- Urinals;
- Brass Items;
- Bubblers;
- Toilet Seats;
- Toilets And Sinks;
- Faucets;
- Classroom Sinks;
- Sloan Valve & Parts;
- Gate Valves;
- Check Valves;
- CPVC Fittings & Pipes;
- Mechanical Joint Couplings.

Best Plumbing Specialties, Inc.

Catalog: Best Plumbing Specialties 2022
Website: www.bestplumbingspecialties.com

Fixed Percentage Discount:

Supplies:	20%
Parts:	20%
Equipment:	20%

Quantity Discounts: Large quantity pricing will be considered for large/bulk orders.

Shipping & Handling: Free Shipping

Visa Card Accepted: Yes

Exceptions: Discount applies to items sold in the current best catalog list price.

Warranty Information: Standard Manufacturer's Warranty

Contact Information: Jay Schanfeldt
(800) 448-6710 ext. 3629
jschanfeldt@bestplumbingonline.com

Tampa Winsupply, Inc.

		Fixed Percentage Discount:		Website:
Catalog:	AO Smith – Commercial	Parts:	40%	www.hotwater.com
		Equipment:	60%	
Catalog:	Charlotte Pipe	CPVC Fittings:	75%	www.charlottepipe.com
		CPVC Pipes:	40%	
		PVC Pipes:	22%	
		PVC Fittings:	88%	
Catalog:	Zurn Finish Plumbing	Parts:	40%	www.zurn.com
		Equipment:	81%	
Catalog:	Midland Metals – Galvanized			
	Midland Metals – Brass	Parts:	85%	www.midlandindustries.com
Catalog:	Mueller Streamline Copper Pipe	Parts:	60%	www.muellerstreamline.com
Catalog:	Nibco Copper Fittings	Parts:	85%	www.nibco.com
	Nibco Gate Valves	Equipment:	70%	
	Nibco Check Valves	Equipment:	70%	
Catalog:	Pasco General Plumbing Parts	Parts:	40%	www.pascospecialty.com
Catalog:	American Standard – Urinals	Equipment:	72%	www.mylixilpricebooks.com
	American Standard – Toilet Seats	Equipment:	40%	
	American Standard – Toilets & Sinks	Equipment:	81%	
Catalog:	Sloan Valves & Parts	Parts & Equipment:	65%	www.sloan.com
Catalog:	Victaulic Mechanical Joints	Equipment:	50%	www.victaulic.com
Catalog:	Elkay Coolers	Equipment:	45%	www.elkay.com
	Elkay Classroom Sinks	Equipment:	45%	
	Elkay Bubblers & Parts	Parts:	40%	

Shipping & Handling: Free Shipping

Visa Card Accepted: Yes

Exceptions: Additional Discounts Offered for a Truckload Quantity

Warranty Information: Standard Manufacturer's Warranty

Contact Information: Marc Fleckner
(813) 599-3618
msfleckner@winsupplyinc.com

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Maintenance General Fund Plumbing Supplies (as of 1/31/23)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100 E	8100	5900	9503	49500	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 70,000.00	$	$ 56,873.74	$ 13,126.26	$ 13,126.26	$ 0.00

Account Name: Maintenance General Fund Other Supplies (as of 1/31/23)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100 E	8100	5900	9500	49500	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 49,200.00	$	$ 23,213.61	$ 25,986.39	$ 25,986.39	$ 0.00

B. Item Currently Not Budgeted -**

Funding Source: 2023-2024 Maintenance General Fund Plumbing Supplies

Account Name: 2023-2024 Maintenance General Fund Plumbing Supplies

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100 E	8100	5900	9503	49500	

Amount $ 60,887.35

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ◉
New for Current Year: ○

Prior Year Approved Budget: $ 100,000.00

Prior Year Actual Spent: $0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 36. 23-1239 2/14/2023

Title and Board Action Requested
Approve the Agreement for Construction Manager Services for the Ceiling and LED Lighting Upgrade Project at Fox Chapel Middle School and authorize the purchase of construction goods & services from The A.D. Morgan Corporation for $1,800,000.00.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Agreement for Construction Manager Services for the Ceiling and LED Lighting Upgrade Project at Fox Chapel Middle School and authorize the purchase of construction goods and services from The A.D. Morgan Corporation for $1,800,000.00.

At this time, we request approval of the purchase of $18,000.00 in pre-construction services.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $18,000.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fourteenth day of February in the year Two-thousand twenty-three
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)
School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

and the Construction Manager:
(Name, legal status, address, and other information)
The A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33699

for the following Project:
(Name, location, and detailed description)

Ceiling & LED Lighting Upgrade for Fox Chapel Middle School
9412 Fox Chapel Lane
Spring Hill, FL 34606

The Architect:
(Name, legal status, address, and other information)
OCI Associates, Inc.
600 S. Orlando Avenue
Maitland, FL 32751

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As established by the Architect/Engineer of Record

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Ceiling & light replacement in areas prioritized by District staff and project budget. May include HVAC work as required by the District

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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Owner's Total Construction Budget:	$ 1,800,000
Less 1% for Preconstruction Phase Services:	$ 18,000
Guaranteed Maximum Price Budget:	$ 1,782,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Engineer and CM to coordinate design to allow for proper coordination between this project and HVAC project being supervised by A.D. Morgan under separate contract

.2 Construction commencement date:

TBD based on material availability

.3 Substantial Completion date or dates:

To be negotiated with GMP Amendment

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)
Phasing shall be as stipulated in the Construction Documents. CM to coordinate work in this project with the HVAC project (being contracted to this CM) to minimize disruptions and supervision required for both projects.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Construction Manager shall plan the Work to avoid disruption of teaching and learning. The Construction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule. Construction Manager shall coordinate with work being performed on shared site by other entities

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Ragan
Director of Facilities & Construction
8016 Mobley Rd.
Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us

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§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Owner's Fire Official and Building Official

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Amir Kazaminia, PE
President/CEO
600 S. Orlando Ave.
Maitland, FL

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Matthew D'Amaddio
716 N. Renellie Drive
Tampa, FL 33699

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

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(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including: A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package; B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Construction Manager may be required to procure materials by means of the Owner's Direct Purchase Program.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase

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responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or

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Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

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Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed one percent (1%) of the Owner's Total Construction Budget identified in Article 1.1.3.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit F

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2.00 % Two-percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Four and nine-tenth's percent (4.90%)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:
The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2. Construction Manager's fee shall include the actual cost of items & equipment that are directly purchased by owner but installed by Construction Manager.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the

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Subcontactor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Two-hundred dollars per calendar day ($200/calendar day)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

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§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See attached Exhibit F

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts,

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rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions and Construction Manager's fee are not subject to retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall not be reduced prior to Substantial Completion of the entire Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Owner reserves the right to withhold retainage until completion of the Owner's audit and reconciliation.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2.00 % Two-Percent

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

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.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

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Zero dollars ($0.00)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000) for each occurrence and Two-million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One-million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Statuatory Limits ($) each accident, One-million dollars ($ 1,000,000) each employee, and One-million dollars ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One-million dollars ($ 1,000,000) per claim and One-million dollars ($ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage	Limits
Builder's Risk	Per Attached Exhibit C
Other Insurance Requirements	Per Attached Exhibit C

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:

(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

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(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	TBD	5
AIA-A133 Insurance & Bonds	Exhibit 'B'	2019	8
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	January 2021	5
HCSB Conflict of Interest Form	Exhibit 'E'	08-25-2015	1
Hourly Rates A.D. Morgan	Exhibit 'F'	?	?

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

AIA A201-2017 General Conditions of the Contract for Construction is incorporated by reference.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	John Kraft VP OPS *(Printed name and title)*

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Fourteenth day of February in the year Two-thousand twenty-three
(In words, indicate day, month, and year.)

(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Ceiling & LED Lighting Upgrade for Fox Chapel Middle School
9412 Fox Chapel Lane
Spring Hill, FL 34606

THE OWNER:
(Name, legal status, and address)

School District of Hernando County Florida
8016 Mobley Road
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

The A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33699

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

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ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional

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interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

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[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

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A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
    a. General Aggregate $2,000,000
    b. Products – Completed Operations Aggregate $2,000,000
    c. Each Occurrence $1,000,000
    d. Personal Injury $1,000,000

2. The following coverages shall be included in the CGL:
    a. Per project general aggregate (CG 25 03 or similar)
    b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
    c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
    d. A waiver of Subrogation in favor of all Additional Insured parties.
    e. Personal Injury Liability
    f. Contractual Liability coverage to support indemnification obligation per Article 53.I
    g. Explosion, collapse and underground (xcu)

3. The following exclusionary endorsements are prohibited in the CGL policy:
    a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
    b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
    c. If applicable to the Work to be performed: Residential or multi-family
    d. If applicable to the Work to be performed: Exterior insulation finish systems
    e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
    a. Combined Single Limit (each accident): $1,000,000

    b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding $10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

    a. Each occurrence $5,000,000
    b. Aggregate $5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

    a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
    b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00).
    c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
    a. Pollution Liability policy must include contractual liability coverage.
    b. Hernando County School Board must be included as additional insureds on the policy.
    c. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;

2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;

4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:

    a. Before commencing the Work on any individual project having a Contract Sum of $200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
        i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
        ii. The project number assigned by the Owner
        iii. The bond number assigned by the surety
        iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement

    b. The amount of the bond shall equal the full amount of the Contract Sum.

    c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: JOHN KALAF
Title: VP OPS
Date: 1/30/23

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

Signature of Officer/Agent authorized

The A.D. Morgan Corporation
Company Name

John Kalaf
Print Name

716 N. Renellie Dr.
Business Address

Tampa, FL 33609
City, State, Zip Code

SECTION II

Approved as to form
Nancy McClain Alfonso
General Counsel, HCSB

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

Revised: 04/23/20

A.D. MORGAN

General Contractors
Construction Managers

WE DO MORE

TAMPA
Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON
2411-B Manatee Ave W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

LAKELAND
1953 E. Edgewood Drive
Lakeland, Florida 33803
PH: 863 • 450 • 4840
FAX: 863 • 450 • 4697

License # CGC044502
www.admorgan.com

January 1, 2023

School District of Hernando County Florida
816 Mobley Rd.
Brooksville, Fl 34601

RE: Ceiling & LED Lighting Upgrade for Fox Chapel Middle School Hourly Rates

Staff Provided and Reimbursed by Owner as Cost of Work			
Position	**Employee**	**Weekly Rate**	**Hourly Rate**
Project Executive	John Kalaf	$ 6,195	$ 154.87
Project Manager	Rudolph Celestin	$ 4,015	$ 100.36
Asst. Project Manager	James Whitman	$ 2,975	$ 74.38
Superintendent	David Schmitt	$ 3,306	$ 82.64
Asst. Superintendent	Carlos Medina	$ 2,968	$ 74.21
Project Administration	Cynthia Vanhaerents	$ 2,631	$ 65.77
Safety	Vanna Lanh	$ 2,968	$ 74.21

Sincerely,

John W. Kalaf
Vice President of Operations

Agenda 23-1239
FCMS Ceiling & Lighting

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: **Millage Funds FCMS**

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3730E	7400	6800	0202	M2010	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 18,000.00		$ 0.00		$ 0.00		$ 18,000.00		$ 18,000.00		$ 0.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $ 0.00
Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 37. 23-1196 2/14/2023

Title and Board Action Requested

Approval Requested for out of county travel for School Board Member(s) to attend the FSBA 36th Annual Day in the Legislature and New School Board Academy Part 2 from March 14, 2023 through March 17, 2023 in Tallahassee, FL, that may exceed $500 per Board Member.

Executive Summary

The Secretary to the School Board and General Counsel, on behalf of the Superintendent of Schools, hereby requests the Board to approve out of county travel for School Board Member(s) to attend the FSBA 36th Annual Day in the Legislature and New School Board Academy Part 2 from March 14, 2023 through March 17, 2023 in Tallahassee, FL, that may exceed $500 per Board Member.

According to Florida Statute 1001.39, any travel outside the district by a Board Member that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district. The conference presentations and materials are related school district business. Board Members who attend such may seek travel reimbursement in excess of $500 to the extent that such expenses are authorized by Florida Statute 112.061 and consistent with State Board of Education rules.

My Contact

Kelly A. Pogue
Secretary to the School Board and General Counsel
pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is approximately $ 1,400.00 per board member, see attached budget sheet. The cost for the previous fiscal year was $ 1,106.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Tuesday, March 14, 2023
New School Board Member Academy, Part 2 - TENTATIVE AGENDA

New School Board Member Academy, Part 2
March 14-15, 2023
AC Hotel by Marriott Tallahassee Universities at the Capitol
801 S. Gadsden Street
Tallahassee, FL 32301

Tuesday, March 14, 2023 1:00 - 5:00 PM

Welcome and Introductions

Balanced Governance

Civility in the Boardroom

Tuesday, March 14, 2023 5:30 - 6:30 PM

Reception

Wednesday, March 15, 2023 7:30 - 8:30 AM

Breakfast

Wednesday, March 15, 2023 8:30 -11:45 AM

Charter Schools and You

Legally Speaking

Future Ready Leaders

Wednesday, March 15, 2023, Noon - 1:00 PM

Lunch
Florida School Boards Association

FSBA

Wednesday, March 15, 2023
36th Annual Day in the Legislature - TENTATIVE AGENDA

36th Annual Day in the Legislature and Board of Directors' Meeting
March 15 - 17, 2023
AC Hotel by Marriott Tallahassee Universities at the Capitol
801 South Gadsden Street
Tallahassee, FL 32301

Wednesday, March 15, 2023 - TENTATIVE AGENDA

12:00 - 4:30 p.m. Registration

1:00 - 1:45 p.m. Overview/Expectations

1:45 - 2:45 p.m. FSBA Platform & Topic Templates

2:45 - 3:00 p.m. BREAK

3:00 - 3:30 p.m. Best Practices in Presenting Your Issues

3:30 - 4:15 p.m. Action Planning Visits to Your Legislators

4:15 - 4:30 p.m. BREAK

4:30 - 5:00 p.m. Legislative Trivia

5:00 - 5:30 p.m. Hot Topics Across the State/FELL

6:00 - 7:00 p.m. RECEPTION

Thursday, March 16, 2023 - TENTATIVE AGENDA

7:30 - 10:00 a.m. Registration

8:00 - 10:00 a.m. Breakfast with Florida Legislators

10:00 - 10:30 a.m. Preparation for Your Legislative Visits (optional)

10:30 a.m. - 5:00 p.m. VISIT YOUR SENATORS AND REPRESENTATIVES

Friday, March 17, 2023 - TENTATIVE AGENDA

7:30 - 8:30 a.m. Board of Directors' Breakfast

8:30 a.m. - 12:00 p.m. Board of Directors' Meeting

12:00 p.m. Adjourn

Florida School Boards Association

Approval requested for out of county travel for School Board Member(s) to attend the upcoming events. Travel is for official school district business and complies with the rules of the State Board of Education.

Please note: board members may or may not attend the following conferences:

Details	Registration Fee	Hotel	Miscellaneous (Mileage, Meals, etc.)	Total
03/14/2023 – FSBA New School Board Member Academy Pt. 2 03/15/2023 – 03/17/2023 FSBA 36th Annual Day in the Legislature	$250 per board member $225 per board member	AC Hotel-Marriott Tallahassee at the Capitol $219/night per board member	Mileage, Meals, Tolls, Parking, etc. Per diem expenses if applicable	Approx. $1,400/per board member

1001.39 District school board members; travel expenses.—

[1](1)In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, except as provided in subsection (2). Any travel outside the district shall also be governed by the rules of the State Board of Education.

(2)Each district school board may reimburse a district school board member for travel expenses for travel from the member's residence incurred in the performance of a public purpose authorized by law to be performed by the district school board, including, but not limited to, attendance at regular and special board meetings. Mileage allowance in the amount provided by law for reimbursement of travel expenses, when authorized, shall be computed from the member's place of residence to the place of the meeting or function and return.

History.—s. 51, ch. 2002-387; s. 5, ch. 2018-5.

[1]**Note.**—Section 5, ch. 2018-5, amended subsection (1), effective July 1, 2019, to read:

(1) In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, provided that any travel outside the district that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district and complies with rules of the State Board of Education. Any request for travel outside the state must include an itemized list detailing all anticipated travel expenses, including, but not limited to, the anticipated costs of all means of travel, lodging, and subsistence. Immediately preceding a request, the public must have an opportunity to speak on the specific travel agenda item.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Board Member Conference Registration Fees

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	110	7100	730	9100	401	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 30940.00	$ 0	$ 19,969.00	$ 10,666.00	$ 475.00	$ 10,191.00

Account Name: Board Member Out of County Travel

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	110	7100	333	9100	401	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 12,000.00	$ 0	$ 1,759.50	$ 10,240.50	$ 925.00	$ 9,315.50

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☑
New for Current Year: ☐

Prior Year Approved Budget: $ 41,000.00
Prior Year Actual Spent: $ 21,404.24

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 38. 23-1227 2/14/2023

Title and Board Action Requested
Approval to amend the Superintendent's contract for mileage reimbursement.

Executive Summary
During the December 13, 2022 Informal Board Meeting, the Board agreed to allow Vice Chair Duval and Superintendent Stratton to discuss a monthly mileage allowance. Ms. Duval and Mr. Stratton have met and agreed to include in the Superintendent's contract, a mileage allowance of $300.00 per month starting March 1, 2023.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 300.00 per month, see attached budget sheet. The cost for the previous fiscal year was $ 5,711.54.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

SUPERINTENDENT EMPLOYMENT AGREEMENT BETWEEN THE HERNANDO COUNTY SCHOOL BOARD AND JOHN STRATTON

THIS AGREEMENT is made and entered into this 14th day of February 2023, by and between the SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA ("BOARD"), and body corporate existing under the laws of the State of Florida and JOHN STRATTON ("STRATTON").

WITNESSETH:

WHEREAS, the BOARD, in accordance with its policies, principles and responsibilities and in conformance with the laws of the State of Florida, hereby offers to employ and does hereby employee STRATTON to perform the duties of the Superintendent of Schools in and for Hernando County, Florida, and;

WHEREAS, STRATTON hereby accepts the offer and agrees to be employed by the BOARD and perform the duties of the Superintendent of Schools in and for Hernando County, Florida; and

WHEREAS, the terms and conditions of this Agreement have been negotiated in a fair, open and honest manner and both parties agree that the following terms, covenants and conditions are to the mutual benefit of both parties;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and the mutual consideration and benefits of each, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties hereby by agree to be bound by the terms and conditions set forth above and below:

I. RECITALS

The terms and conditions of this Agreement shall contain that which is set forth above and below. The foregoing recitals are true and correct and are incorporated herein by this reference.

II. TERMS AND CONDITIONS OF EMPLOYMENT

A. Term of Employment.

The current term of employment as Superintendent shall continue until the 30th day of June 2026.

B. Contract Extensions.

At or before the December 2025 BOARD meeting, and in conjunction with STRATTON'S prior performance evaluations as provided for herein, the BOARD and

STRATTON shall meet in open session to discuss and determine both parties' intent and interest in extending this Agreement for an additional period.

C. Payment for Services Rendered.

The BOARD agrees to pay STRATTON during the term of this Agreement a gross base salary of One Hundred Sixty-Six Thousand and 00/100 dollars ($166,000) per contract year, payable in twenty-six (26) bi-weekly installments.

The BOARD agrees to pay STRATTON, beginning March 1, 2023, a mileage allowance of Three Hundred and 00/100 dollars ($300.00) per month to cover vehicle expenses in the performance of his official duties as outlined within this agreement. This allowance shall be paid in STRATTON'S regular paycheck.

The base salary may be subject to increase(s) as may be warranted in the BOARD'S sole discretion. The factors which the BOARD may consider in determining an increase include, but are not limited to: (1) budget considerations; (2) raises given to other employees; (3) performance by STRATTON. Notwithstanding any other provision contained in this contract, STRATTON shall be automatically entitled to the same percentage annual increase approved for other twelve-month administrative employees.

In addition, STRATTON shall receive a performance annual increase based upon the cumulative average of his performance evaluation results (scored on a nine to twenty-seven-point scale according to the board approved rubric) by the BOARD, as follows:

Score	**Increase**
19-21	$1,000
22-24	$1,500
25-27	$2,000

Each member of the BOARD shall complete an evaluation of STRATTON utilizing the BOARD approved evaluation instrument. Any changes to the evaluation instrument shall be made by BOARD action, after discussion with STRATTON, on a proposition properly considered by the BOARD at a meeting, and no such change shall become effective until STRATTON's evaluation for the next school year.

D. Vacation.

STRATTON shall earn vacation benefits in the same manner as other BOARD administrative employees. Unused vacation leave may accrue during the term of this Agreement and any renewals or extensions thereof in accordance with applicable Florida law and BOARD policies and/or procedures for all BOARD employees.

The BOARD chair shall have discretion to approve or disapprove the use of vacation/annual leave. Such approval is not to be unreasonably withheld. The approval or disapproval of such leave shall be documented using the same leave forms required of

other employees. STRATTON shall immediately notify other Board Members of any approved leave under this section. Any application for vacation/annual leave that will exceed two weeks shall be placed on a regular BOARD agenda for approval.

E. Sick Leave.

STRATTON shall earn sick leave in accordance with the formula set forth in Chapter 1012 Florida Statutes, and BOARD policy. STRATTON's earned sick leave shall be cumulative but in no event shall the number of days of his unused earned sick leave exceed the maximum numbers of accumulated sick leave days authorized by applicable Florida law and BOARD policies and/or procedure for all BOARD employees.

The BOARD Chair shall have discretion to approve or disapprove the use of sick leave in accordance with Board Policy. Such approval is not to be unreasonably withheld. The approval or disapproval of such leave shall be documented using the same leave forms required of other employees. STRATTON shall immediately notify other Board members of any approved leave.

F. Terminal Pay.

STRATTON shall be entitled to terminal pay in the same manner as other twelve (12) month administrators, except as otherwise specifically provided herein to the contrary. STRATTON shall be entitled to all vacation, sick time and other terminal pay accrued which has been vested during his employment with the BOARD prior to the effective date of this contract without qualification or limitation.

With respect to terminal pay which accrues after the effective date of this contract, STRATTON shall be entitled to all vacation, sick time and other terminal pay which accrues during the term of this contract without qualification or limitation.

G. Professional Associations/Meetings.

The BOARD shall pay STRATTON's membership dues associated with FADSS. Subject to the approval of the BOARD Chair and in compliance with BOARD policy and statute, STRATTON may attend meetings/conferences held by FADSS. The expense associated with his attendance will be paid by the BOARD in accordance with Florida law, BOARD policy and this Agreement. The BOARD shall not be required to pay any expenses for such meeting unless STRATTON has obtained such prior approval from the BOARD Chair.

Attendance at any other conference which will take the Superintendent out of the County for a period longer than 24 hours shall also be subject to the approval of the BOARD Chair and reimbursement in accordance with this section.

STRATTON shall advise the BOARD members of meetings and conferences under this section and shall inform and report to the BOARD of the nature and extent of his attendance at such professional meetings.

H. Life Insurance.

Subject to insurability, the BOARD shall provide STRATTON access to Life Insurance benefits by applicable Florida law and BOARD policies and/or procedure for all BOARD employees.

I. Major Medical Insurance.

The BOARD shall provide to STRATTON during the term of this Agreement and any extension or renewal periods thereof, health insurance coverage in the same manner as other twelve (12) month administrators. Insurance for STRATTON's spouse or dependents shall be at his expense, at the same rates and under the same eligibility requirements as other BOARD employees.

J. Security Background Screening.

The parties agree that STRATTON's employment and this Agreement are contingent on his ability to successfully pass the security background screening requirements in accordance with section 1012.32, Florida Statues, and board policy including but not limited to fingerprinting and a criminal background check. STRATTON shall be subject to the same hiring/screening and self-reporting standards as those applied to BOARD instructional personnel.

K. No Nepotism Agreement.

The BOARD has adopted policies regarding employment relationships between spouses and relatives as defined by section 112.3135, Florida Statutes, and as contemplated by section 1012.23(2), Florida Statute (which becomes effective July 1, 2019). Because STRATTON and his spouse have been employed by the BOARD prior to STRATTON's appointment to serve as Superintendent, the "no nepotism" portion of the BOARD's prior contracts shall be modified as further provided below.

STRATTON agrees that beginning on the date of employment as Superintendent, he will not recommend any family member for initial employment with the Hernando County School Board and that the BOARD will not consider a family member for initial employment in any position with the Hernando County School District. In addition, any current family member employed by the school district may not be recommended for any promotion by STRATTON to a position over which STRATTON would have direct supervisory responsibilities. To avoid any appearances of impropriety, any family member of STRATTON who is currently employed by the Board shall be evaluated in accordance with district procedures for evaluations, and such procedures shall be subject to review by the Board.

L. Retirement.

STRATTON shall be eligible to participate in the Florida Retirement System (FRS). The BOARD shall contribute to the FRS as required by law, including the requirements of Section 121.055, Florida Statutes, which currently provides that Senior Management Service Class is compulsory for all appointed district school superintendents. In the event that participation in the Senior Management Class no longer is compulsory for appointed superintendents, the BOARD agrees to continue to pay into retirement for FRS, for the duration of this Agreement, including any extensions thereof, as a Senior Management Service Class employee unless expressly prohibited by law or, in the event Senior Management Service Class is no longer recognized as a class of employees by FRS.

III. TERMINATION OF AGREEMENT

A. Cause.

By a majority vote of its membership, the BOARD shall have the right to terminate this Agreement of employment and to remove STRATTON from office for misfeasance, malfeasance or corruption in office, incompetency, insubordination, immorality, breach of contract, substantial deviation for the specific performance standards set forth or incorporated herein, a material breach or violation of the Florida Administrative Code 6B-1.006, or for any other just cause including, but not limited to, violation of State or Federal laws and/or regulations, Board Policy and/or material breach of this Agreement including resignation of his employment without Board agreement as to the terms of such resignation.

Notice shall be provided to STRATTON in writing setting forth the cause for termination. This written notice of termination must occur, at a minimum of ninety (90) days prior to the effective date of termination. If STRATTON contests the cause for termination, he may request a post-termination hearing on the charges conducted by the BOARD. STRATTON must request such hearing within ten (10) days of the date of the notice. The hearing shall be open to the public and in substantial conformity with the provisions of Florida Statute Chapter 120. STRATTON shall have the right to be represented by counsel of his choice and at his expense. STRATTON shall be responsible for all of his own attorneys fees, expenses and costs at all hearings, levels or appeals.

If termination for cause occurs, no severance payment shall be due.

B. No Cause.

This Agreement may also be terminated without cause under the following circumstances:

i) Mutual Agreement by and between the BOARD and STRATTON.

ii) This written notice of termination must occur, at a minimum of ninety (90) days prior to the effective date of termination.

iii) STRATTON's retirement as defined by the FRS and the FRS Deferred Retirement Option Program.

iv) Incapacity (physical/mental). Regardless of any Board approved leave, this Agreement shall terminate should there by a medical determination that STRATTON is unable to perform the essential functions of his job. A medical examination may be ordered by the BOARD in contemplation of this section as per the provisions of Article VII herein.

v) Death of STRATTON.

C. Severance.

In the event of termination of STRATTON, the Parties may agree upon up to the maximum severance pay as authorized by §215.425, Fla. Stat. (2014) as may be amended.

IV. OTHER EMPLOYMENT.

STRATTON shall devote his full-time skill, labor and attention to his employment as Superintendent of Schools of Hernando County, Florida. He shall not engage in any other employment during the term of this Agreement (including any work as a consultant or other independent contractor) without express written consent of the BOARD.

Furthermore, STRATTON shall notify the BOARD in writing of any efforts to seek other employment. "Efforts to seek other employment" includes, but is not limited to interviewing, and/or submitting a resume, application or letters for another position of employment. Failure to comply with this obligation shall constitute a breach of this Agreement. In the event of such breach, the BOARD shall be entitled to unilaterally terminate this Agreement based upon such breach and no severance payments shall be due STRATTON.

V. DUTIES OF THE SUPERINTENDENT

During the term of this Agreement, STRATTON shall perform all duties, obligations and responsibilities of the Superintendent of Schools in and for Hernando County, Florida, including, but not limited to, such duties, responsibilities and obligations for superintendents as set forth in Florida Statutes, Florida Department of Education Rules, BOARD policies and the BOARD approved superintendent's job description. STRATTON shall comply with all lawful directives issued by the BOARD related to the performance of his duties.

VI. EVALUATION

The BOARD shall provide STRATTON with periodic opportunities to discuss superintendent relationships and his performance. The BOARD shall evaluate and assess STRATTON annually, in conjunction with Sections II.B., and II.C., above, and said evaluation shall occur at a public meeting. Prior to this public meeting, individual Board Members will meet with STRATTON to discuss the individual Board Member's evaluation of STRATTON and provide him with a copy of said Evaluation Instrument. No other Board Member will be present at the individual conferences and STRATTON will not discuss the conferences with other Board Members except at a public meeting. Such evaluation shall be in accordance with School Board policy, and based upon, among other things, performance standards, the powers and duties regarding Superintendents as described in the Florida Statutes and upon the contractual expectations and objectives of the Hernando County School District for each year.

STRATTON hereby agrees to conform and abide by the specific performance standards set forth in the evaluation instrument approved by the BOARD. It is understood that this evaluation criteria will be used to gauge STRATTON's performance by the School Board as a whole as well as by its individual Members and that the use of this evaluation instrument ties directly to compensation to which STRATTON may be entitled by virtue of his performance. The parties further agree that the evaluation criteria shall not be modified without discussion and input from STRATTON at a public meeting.

VII. MEDICAL EXAMINATION

The BOARD requires that STRATTON have, and STRATTON agrees to have, a comprehensive medical examination and drug test once each year. STRATTON agrees to furnish said reports annually to the BOARD as listed below certifying to the physical competency of STRATTON, including the completed physical examination and drug testing form used by STRATTON's physician certifying as to areas tested and results of such testing, and each such statement shall be treated as confidential information by the BOARD to the full extent that confidentiality is required or permitted by law. STRATTON shall furnish annual certifying statements to the BOARD commencing with his first day of employment and thereafter on May 1st of each calendar year (or prior to STRATTON's evaluation should it occur prior to this date).

In addition to the annual physical examination provided for herein, if and when directed by the BOARD, STRATTON shall submit to a complete medical examination performed by a medical physician or physicians agreed upon by the BOARD. Such physician(s) shall report their full findings to STRATTON personally and shall report to the BOARD whether STRATTON is, and is likely to remain, physically able to perform his duties. At the request of the BOARD, such examinations shall include an evaluation of STRATTON's mental fitness to continue in his position. The BOARD shall pay all costs associated with such examinations and reports. STRATTON authorizes all such examining physicians to report all findings to the BOARD if the BOARD requests a full report. The physician's report shall be treated as confidential information by the BOARD

to the full extent that confidentiality is required or permitted by Florida Statutes. Further, if STRATTON is admitted to a hospital in any location, STRATTON or someone on his behalf will so inform the BOARD.

Any costs of any medical examination and/or drug test authorized or called for under this Agreement shall be at the BOARD's expense consistent with BOARD policies and procedures.

VIII. RESIDENCY

STRATTON shall establish himself as a bona fide resident of Hernando County, Florida upon the commencement of his duties as Superintendent and he shall maintain his residency throughout the entire period of his employment under this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Venue.

Venue in any dispute involving the parties to this Agreement shall be solely in Hernando County, Florida and the jurisdiction shall be heard solely in the County or Circuit Court of Hernando County, Florida.

B. Construction of Laws.

This Agreement and all of the terms and provisions contained herein shall be interpreted and construed according to the laws of the State of Florida. Should any clause, paragraph or other part of this Agreement be held or declared to be void or illegal for any reason by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

C. Entire Understanding.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed, in writing, by the parties hereto.

D. Headings.

The headings used in this Agreement are for reference only and should not be relied upon or used in the interpretation of the same.

E. Binding Effect.

This Agreement shall not be binding until executed by all parties on the date so indicated below.

F. Attorney's Fees and Costs.

STRATTON and the BOARD acknowledge and agree that should there be any dispute regarding this Agreement or STRATTON's employment, each party shall bear their own attorneys' fees and costs in connection with any such dispute.

G. Entire Contract.

This Agreement constitutes the entire contract between the parties and shall supersede and replace all prior contracts or understandings, written or oral, including any addendums, relating to the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement signifying their intent to be bound by the terms and conditions set forth herein and certifying that they possess the authority to bind themselves, their principals, agents and successors.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE

_____ _____
JOHN STRATTON Date

_____ _____
GUS GUADAGNINO, School Board Chair Date

Approved as to Form

_____
Dennis J. Alfonso, General Counsel to the Board

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Fund

Account Number: 1100E (Fund) | 7200 (Function) | 33xx (Object) | 9001 (Cost Center) | 40100 (Project) | (Sub Project)

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 13,600.00		$ 0		$ 1,410.00		$ 12,190.00		$ 1,200.00		$ 10,990.00

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Amount $

Funding Source:

Account Name:

Account Number: (Fund) | (Function) | (Object) | (Cost Center) | (Project) | (Sub Project)

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $

Prior Year Actual Spent: $ 5,711.54

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 39. 23-1247 2/14/2023

Title and Board Action Requested
Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
(352) 797-7253

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
There is no financial impact.

Hernando County School Board
CITIZEN INPUT
PINK SPEAKER FORM

Part 1: The Process

- This is the opportunity for the public to address items on the Board's Agenda. Speakers who wish to address any matter of relevance to the operation of schools not included on the agenda, additional time will be reserved for Citizen Input at the end of the meeting's agenda.
- Each speaker will have three (3) minutes for each section of Citizen Input.
- Speakers must complete this *Citizen Input Speaker* form.
- Submit the completed form with any attachments you wish to share with the Board to the Board Secretary *prior* to speaking. The Board may not accept documents submitted while the speaker is providing input.
- The public is reminded that it may also address the Board with regard to items appearing on the agenda for public hearing at the time of the public hearing.

**Note: The Board typically does not respond to remarks or questions made during Citizen Input.*

- Inquiries or comments made during Citizen Input may be followed up with the citizen and reported back to the Board by the Superintendent or his/her staff as soon as possible.
- Although the Board encourages citizen participation, it must also be understood that no immediate action will be taken on items presented during the public comment portion of the meeting.
- If Board action is needed, the matter may be placed on the agenda of an upcoming meeting for further consideration.

Part II: Decorum

- Profanity is strictly prohibited.
- The negative use of any student's name, or references made to other students or families, is strictly discouraged.

PLEASE PRINT ALL INFORMATION BELOW:

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

☑Please check if this matter pertains to other Hernando County School issues on which the School Board customarily takes action: *Citizen Input for topics not included on the agenda will be reserved for time at the end of the School Board meeting agenda.*

_____

_____

Reminders:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board should be attached to this form.
- The Chairperson may deny all forms submitted after the close of the Citizen's Input section of the agenda.

My signature is confirmation that I have read, understand and agree to abide by the guidelines listed above:

Signature of speaker: _____

Chairperson's Approval of form: _____

Chairperson's Denial of form based on Guideline No. _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____