

July 21, 2021 GFUESD Board Agenda

Location: Spring Valley School 2771 Pentz Rd. Oroville, CA 95965 Time: 4:30 PM

For persons wishing to review the full agenda packet, one is available in the lobby at each school site. Meeting site is wheelchair accessible. Any individuals who require special accommodations should contact the superintendent (530) 533-3467 at least two days before the meeting date.

1.0 CALL TO ORDER – TIME:

BOARD OF TRUSTEES

Deborah Ingvaldsen	President	_____
Richard Miller	Clerk	_____
Don Saul	Trustee	_____
Matthew Morris	Trustee	_____

Josh Peete	Superintendent	_____
Pearl Lankford	Executive Assistant	_____

2.0 FLAG SALUTE

3.0 APPROVAL TO VARY THE SEQUENCE

Motion _____ Second _____ Vote _____

4.0 PUBLIC COMMENTS

This is the time at which the President invites anyone in the audience: including district employees, wishing to address the Board on a matter not on the agenda to stand, state your name, and address for the record. Presentations will be limited to (3) minutes; maximum of (20) minutes to each subject matter. The board is prohibited by law from taking action or discussing any item if it is not listed on the agenda, unless permitted by law. For those wishing to address items on the agenda, time will be available as each agenda item is introduced.

5.0 Discussion

5.1 2021/2022 School Year.

6.0 Action Items

6.1 Approve 2022-2023 ERATE Proposal (REF)

Motion _____ Second _____ Vote _____

6.2 Disposal/Recycling Tech Equipment- outdated chromebooks/computers (REF)

Motion _____ Second _____ Vote _____

6.3 Approve Revised HVAC Proposal (REF)

Motion _____ Second _____ Vote _____

6.4 Approve HVAC Change Order Proposal (REF)

Motion_____Second_____Vote_____

6.5 Approve 2 DSA Approved 24X40 Stockpile Classrooms (REF)

Motion_____Second_____Vote_____

6.6 Board Goals Revision (Maintenance/Tools/Equipment) (REF)

Motion_____Second_____Vote_____

7.0 ADJOURNMENT

Motion_____Second_____Vote_____



E-rate Management Services Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, in the County of Butte, State of California, by **Intrinsic Admin Corp, dba E-rate Advisors**, hereinafter called "the Company", and **Golden Feather Union Elementary School District**, hereinafter called the Local Education Agency ("LEA").

WITNESSETH:

NOW, THEREFORE, the Parties agree as follows:

Article 1: Contract with the Company: The LEA hereby contracts with the Company to perform the necessary E-rate application services as hereinafter set forth.

Article 2. The Company's Services:

The Company hereby agrees to perform the following E-rate application services set forth to the satisfaction of the LEA, and described in Attachment A, which includes assuming responsibility for open issues from prior years.

Article 3. The Company's Fee:

Article 3.1: Category 1 services, Fund Year 2022/23. The LEA agrees to pay the Company a total of **\$2,500.00**, which will be billed by the Company to the LEA on a quarterly basis, beginning August 2021. Payment shall be made within thirty (30) days of the date of the invoice.

Article 3.2: Category 2 services, Fund Year 2022/23. LEA agrees to pay the Company a total fee of **6% of the requested Category 2 funds, not to exceed \$2,000.00**. LEA shall pay the Company according to the following terms and conditions:

Article 3.2.1: Payment shall be made within thirty (30) days of the date of the invoice. Payment for the Services shall be made based upon specific milestones. The schedule of deliverable Services to be produced is as follows:

3.2.2 Invoice 1 40% at completion of FCC Form 471, based on funds requested.

3.2.3 Invoice 2 Balance due June 30th after the date the form 471 is submitted, unless the LEA chooses to cancel the funds. See 3.2.4

3.2.4 Exceptions Should the LEA elect to cancel all, or a portion of, Category 2 requests prior to the issuance of Invoice 2, Invoice 2 will be reduced accordingly.

Fees for fully cancelled requests will be reduced to 15% of the remaining un-invoiced fees associated with the cancelled request, as described in Article 3.2, to reflect payment for work performed. The LEA must notify the Company, in writing, on or before the June 30th following the date the Form 471 was submitted if the LEA wishes to cancel the funding request.

Fees for any remaining Category 2 requests will be due net of previously invoiced portions as described in Article 3.2.3.

☐ Multi-year option: Services for Fund Years 2023/24 and 2024/25 will be billed each year according to the terms in Article 3.

(Initial here to accept the multi-year option _____)

Article 4. Time of performance and Term of Agreement: The services called for under this agreement shall be provided by the Company upon the signing of the contract, and ending upon completion of all work associated with the E-rate Fund Years cited in Article 3.

Article 5. Employee Benefits, Hold Harmless: The Company is an independent contractor to the LEA, therefore employee Benefits are not an element of this agreement. The Company agrees to indemnify and to hold free and harmless the LEA, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against the LEA, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Confidentiality and Use of Information: The Company shall hold in trust for the LEA, and shall not disclose to any person, any confidential information. The LEA shall keep confidential information that is related to the Company's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. The Company shall advise LEA of any and all material used, or recommended for use by the Company to achieve the project goals, that are subject to any copyright restrictions or requirements.

Article 7. Administrator of Agreement: This Agreement shall be administered on behalf of the LEA. Any notice to be sent to a party hereunder shall be addressed to:

For LEA Attn: Pearl Lankford
Executive Assistant
2771 Pentz Rd
Oroville, CA 95965

For the Company Attn: Lara Allen
President
2093 Victor Ave, Sp 21
Redding CA 96002

Article 8. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the LEA, except the Company's proprietary information and products.

Article 9. Information provided by LEA to the Company: The LEA is solely responsible for the information provided to the Company, and in turn, to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). Any suits or legal action by the SLD or other parties as a result of information provided by the LEA is the responsibility of the LEA. An example of this, but not limited to, may be fraudulent information related to a procurement. The Company will endeavor to ascertain appropriate information, but will not be held liable if information is inaccurate or falsified by LEA.

Article 10. Termination of Agreement: The LEA or the Company may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the LEA as provided in this section, the Company shall be entitled to receive compensation for any satisfactory work, as determined by the LEA, completed up to the receipt by the Company of notice of termination and the effective date of termination pursuant to specific request by the LEA for the performance of such work.

Article 11. Independent Contractor: The Company, in the performance of this Agreement, shall be and act as an independent contractor. The Company understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partner, or joint venture of the LEA, and are not entitled to benefits of any kind or nature normally provided employees of the LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Company shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Company's employees. In the performance of the work herein contemplated, the Company is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the LEA being interested only in the results obtained.

Article 12. Arbitration Fees and Hold Harmless: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees. Both parties agree to hold the other party, its officers, agents or employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this agreement. In the event the Company is found in breach of this agreement and/or negligent, the parties agree that the Company's financial

and other liability will be limited to the compensation given to it by the LEA for the agreement year in question. The Company will not be liable for any other compensation to the LEA.

Article 13. Alterations or Variance: No alterations to this Agreement or variance from the provisions herein shall be valid unless made in writing and executed by both of the parties hereto.

Article 14. A.B. 1610: If the Company personnel are in contact with students on a more than limited or occasional basis as determined by the LEA, the Company agrees to provide the LEA with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the LEA's discretion, be immediately terminated in the event the Company fails to comply with this law.

Article 15. Performance of Services

15.1. Standard of Care: The Company represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the LEA. The Company's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to school agencies. The Company shall carefully study and compare all documents, findings, and other instructions and shall report to the LEA, in writing, any error, inconsistency, or omission that the Company or its employees may discover. The Company shall have responsibility for discovery of errors, inconsistencies, or omissions.

15.2 Meetings: The Company and the LEA agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of the Company's performance of Services. Meetings will be conducted via telephone or web conferencing. Face to face meetings are available upon request for an additional fee.

Article 16. Audit: The Company shall establish and maintain records, and systems of accounting, in accordance with E-rate rules and regulations, regarding all E-Rate forms transacted under this Agreement. The Company shall provide these records and systems of accounting during the Term of this Agreement to the LEA at the completion of each E-rate Fund Year. The records should be sufficient, based on current program rules, to pass any audit performed by the Schools and Libraries Program. LEA shall retain the documentation for a minimum of ten (10) years after the end of the Fund Year. The Company shall support LEA with up to fifteen (15) hours of services in the event of a Beneficiary and Contributor Audit Program (BCAP) audit conducted by the Federal Communications Commission (FCC), or its agents. Services provided by the Company in excess of fifteen (15) hours will be billed at the rate of \$75.00 per hour, accrued in fifteen (15) minute increments. On-site presence during such audits is available upon request and at an additional fee. *The Modernization*

Orders implemented in 2015 marked a change in the audit procedures which made on-site audits a rare event.

Article 17. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Article 18. California Law: This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the LEA's administrative offices are located.

Article 19. Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 20. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Article 21. Provisions Required By Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

Article 22. Authority to Bind Parties: Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

Article 23. Captions and Interpretations: Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

Article 24. Calculation of Time: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

Article 25. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

Article 26. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Article 27. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

Golden Feather Union Elementary School District,

BEN: 144669

LEA Representative:

Representative Signature:

Signature Date:

E-rate Advisors, CRN: 16079893

Company Representative: Lara Allen

Representative Signature:

Signature Date:

July 7, 2021

Attachment “A”: E-rate Application Scope of Work

The following describes the deliverables and the responsibilities of the Company. The LEA may give permission to the Company to certify E-rate forms on behalf of the LEA.

1. **E-rate cycle advanced planning**
 - a. Conduct an assessment and planning meeting with LEA to establish annual timelines and procurement needs as it relates to E-rate eligible goods and services.
 - b. Advise LEA of any adjustments needed to LEA processes in order to maintain E-rate program compliance.
2. **Schools and Libraries Division**
 - a. Act as the main point of contact and liaison with the Schools and Libraries Division (SLD).
3. **Discount Calculation**
 - a. Collect information necessary to establish the discount percent for the LEA and update the E-rate Productivity Center (EPC) applicant profile(s).
4. **Procurement**
 - a. In collaboration with LEA, Establish procurement type, procurement timeline and Evaluation Matrix criteria and points
 - b. Assist with the development of the Request for Proposal (RFP) when needed.
 - c. Provide sample language of Legal Notice for publishing in the newspaper, when needed.
 - d. The Company will prepare and certify, if authority to certify is granted by the LEA, the **FCC Form 470**.
 - i. The Company will ensure all deadlines associated with the FCC Form 470 are met in a timely manner.
 - e. Question and Answer from proposers: LEA may choose to respond to questions from proposers, or LEA may direct the Company to do so.
 - f. Receipt of proposals: The Company will, at minimum, be copied via email on all proposals received. The LEA may opt for the Company to manage receipt of all proposals, which will then be provided in an organized manner to the LEA for review.
 - g. Evaluation matrix: The Company will provide the Evaluation Matrix to the LEA for review, approval and signature.
 - h. Contract signature: The Company will ensure that a contract, proposal, or Letter of Intent is signed by the LEA prior to proceeding with the FCC Form 471.
5. **Request for funds**
 - a. The Company will prepare and certify, if authorized to certify by the LEA, the **FCC Form 471**, based on awarded services.
 - b. The Company will ensure all deadlines associated with the FCC Form 471 are met in a timely manner.
6. **Program Integrity Assurance (PIA)**
 - a. The Company will prepare and respond to all PIA questions in an expeditious manner.

7. Funding Commitment Decision Letter (FCDL)

- a. The Company will review the FCDL for accuracy.
 - i. An appeal will be submitted immediately if errors are discovered.

8. FCC Form 486 and Post-Commitment activities.

- a. The Company will communicate with the LEA to ensure the funding will be utilized in the given funding year.
- b. The Company will prepare and submit, if authorized by the LEA, the FCC Form 486.
- c. Promptly file all "post-commitment" forms necessary to remain compliant and ensure receipt of funding to LEA. This includes, but is not limited to, the FCC Form 472, Form 500, Service Substitutions, SPIN splits, Service Provider "grids" or "data collection" forms.

9. Other services

- a. Full service in the event of **Selective Review** or **Payment Quality Assurance Review**.
- b. **Audit support:** 15 hours of off-site (virtual) support
 - i. On-site audit support is available according to the following fee schedule:
 - 1. All travel expenses (i.e airfare, lodging, rental car, meals)
 - 2. \$75 per hour for a minimum of 4 hours per day for a minimum of 3 days, not including travel days.

10. Audit Documentation

- a. All services rendered by the Company will have full guarantee of documentation needed to successfully pass an audit. There is no time limit on how long the Company will maintain such documents.
- b. Documents that are not available to the Company, such as proof of payment to service providers, will be the responsibility of the LEA.
 - i. LEA will be provided a list of documents that LEA will be responsible for.

11. Inventory of Category 2 equipment

- a. The Company will track equipment purchased with Category 2 funds, beginning with the first year of the contract between LEA and Company.

12. Education

- a. The Company will explain and educate the LEA on E-rate rules and regulations when requested.

13. Services for open items from prior years

- a. The Company will ensure that all funding for the 2020/21 year is managed properly, so that the LEA benefits from the approved funding.
 - i. Service provider forms
 - ii. Invoicing
 - iii. Reconciliation
 - iv. Appeals, if necessary
 - v. Review of all funding and procurement procedures to ensure compliance with E-rate rules and regulations.



YOUR E-RATE TEAM

We are a dedicated team with the goal of managing the day-to-day challenges of the E-rate program for you, allowing you to focus your time and energies on your staff and students. The cornerstone of our approach is clear and simple **communication**. We work hard to establish and maintain a personal relationship with YOU, becoming a part of your team. Honest **communication** helps avoid "surprises" by keeping you informed if challenges arise, making sure you know your options. And, of course, we love to **communicate** the good news when funding has been approved!

We meticulously ensure that all I's are dotted and all T's are crossed through every step of the process. We document the process along the way so that if, and when, an audit comes, we are ready for it.

To accomplish that goal, our team provides the following:

- ▶ Prepare, verify and submit all E-rate applications, from beginning to end
- ▶ Step by step guidance in the E-rate Productivity Center, when necessary.
- ▶ Clear, concise and easy to understand communication on all E-rate related issues.
- ▶ Reconciliation of discounts to ensure receipt of all available funding.
- ▶ Representation with the Schools and Libraries Division of the Universal Service Administrative Company on your behalf.
- ▶ Document each step in preparation of an audit.
- ▶ See page 3 for a comprehensive description of services included.

RACHEL WHITE

Senior E-rate Advisor
rachel@erateadvisors.com
Ph 530-356-1060

LARA ALLEN

President & E-rate Advisor
lara@erateadvisors.com
530-515-6346

Proposal

Golden Feather Union Elementary School District

Contract terms: Full service offering for E-rate Funding Year 2022/23. See pages 3 and 4 for a comprehensive list of services included.

Category 1 services: \$2,500 per year

Category 1 services include funding for high speed data lines and internet access.

Billing for Category 1 services occurs quarterly between July and June of each year. If selected as your E-rate Consultant, Golden Feather Union Elementary School District will be billed \$625.00 in August and November 2021 and \$625.00 in February and May of 2022. Each additional year of service will follow the same pattern.

Category 2 services: 6% of the funds requested, not to exceed \$3,000 per year.

Category 2 funds cover internal infrastructure needed to access the internet, such as:

- Wireless access points
- Cabling
- Firewall services and components
- Switches
- Routers
- Racks
- UPSs
- Managed services (i.e. Managed Wireless Local Area Network)

Billing for Category 2 services: 40% of the fee is due at the time the Form 471 is submitted. The balance is due at the time funds are approved, or June 30th, whichever is first.

There is no limit to the number of Requests For Proposals, E-rate forms, conference calls or other service listed in the Scope of Work. The fees cover all services necessary to secure E-rate funds, as listed in the Scope of Work.

SCOPE OF WORK

The following describes the deliverables and the responsibilities of the Company.

1. E-rate cycle advanced planning
 - Conduct an assessment and planning meeting with LEA to establish annual timelines and procurement needs as it relates to E-rate eligible goods and services.
 - Advise LEA of any adjustments needed to LEA process in order to maintain E-rate program compliance.
2. Schools and Libraries Division
 - Act as the main point of contact and liaison with the Schools and Libraries Division (SLD).
3. Discount Calculation
 - Collect information necessary to establish the discount percent for the LEA and update the E-rate Productivity Center (EPC) applicant profile(s).
4. Procurement (E-rate Form 470)
 - Establish procurement type, procurement timeline and Evaluation Matrix criteria and points
 - Assist with the development of the Request for Proposal (RFP) when needed.
 - Provide language for the Legal Notice for publishing in the newspaper, when needed.
 - The Company will prepare and submit, if authorized by the LEA, the FCC Form 470.
 - The Company will ensure all deadlines associated with the FCC Form 470 are met in a timely manner.
 - Question and Answer from proposers: LEA may choose to respond to questions from proposers, or LEA may direct the Company to do so.
 - Receipt of proposals: The Company will, at minimum, be copied via email on all proposals received. The LEA may opt for the Company to manage receipt of all proposals, which will then be provided in an organized manner to the LEA for review.
 - Evaluation matrix: The Company will provide the Evaluation Matrix to the LEA for review, approval and signature.
 - Contract signature: The Company will ensure that a contract, proposal, or Letter of Intent is signed by the LEA prior to proceeding with the FCC Form 471.
5. Request for funds (E-rate Form 471)
 - The Company will prepare and submit, if authorized by the LEA, the FCC Form 471, based on awarded services.
 - The Company will ensure all deadlines associated with the FCC Form 471 are met in a timely manner.
6. Program Integrity Assurance (PIA)
 - The Company will prepare and respond to all PIA questions in an expeditious manner.
7. Funding Commitment Decision Letter (FCDL)
 - The Company will review the FCDL for accuracy.
 - An appeal will be submitted immediately if errors are discovered.

8. FCC Form 486 and Post-Commitment activities.

- The Company will communicate with the LEA to ensure the funding will be utilized in the given funding year.
- The Company will prepare and submit, if authorized by the LEA, the FCC Form 486.
- Promptly file all "post-commitment" forms necessary to remain compliant and ensure receipt of funding to LEA. Including, but not limited to, the FCC Form 472, Form 500, Service Substitutions, SPIN splits, Service Provider "grids" or "data collection" forms.

9. Other services

- Full service in the event of Selective Review or Payment Quality Assurance Review.
- Audit support: 15 hours of off-site support
 - On-site audit support is available according to the following fee schedule:
 - All travel expenses
 - \$75 per hour for a minimum of 4 hours per day for a minimum of 3 days, not including travel days.
 - *The Modernization Orders implemented in 2015 marked a change in the audit procedures which made on-site audits a rare event.*

10. Audit Documentation

- All services rendered by the Company will have full guarantee of documentation needed to successfully pass an audit. There is no time limit on how long the Company will maintain such documents.
- Documents that are not available to the Company, such as proof of payment to service providers, will be the responsibility of the LEA.
 - The LEA will be provided a list of documents it is responsible for.

11. Education

- The Company will explain and educate the LEA on E-rate rules and regulations when requested.

References

Butte County Office of Education

Steve Monohan, Director of IT

(530) 532-5669

Redding School District

Seth Hemken, Director of IT

(530) 776-0345

Brentwood Elementary School District

Robin Schmitt, CBO

(925) 513-6306

Klamath-Trinity Joint Unified School District

Carmelita Hostler, CBO

(530) 625-5600

Shasta County Office of Education

Mari Moore, Senior IT Analyst

(530) 225-0154

The following describes the responsibilities of the LEA.

14. **E-rate cycle advanced planning**
 - a. Communicate with the Company about the technology needs of the LEA
 - b. Ensure local procurement policy aligns with E-rate procurement requirements. The Company will assist with this.
 - c. Determine if the LEA will allow the Company to certify forms on behalf of the LEA.
15. **Schools and Libraries Division**
 - a. Assign full rights within the E-rate Productivity Center (EPC) to individual employees of the Company.
 - b. Allow the Company to communicate with the Schools and Libraries Division (SLD) on the LEA's behalf.
16. **Discount Calculation**
 - a. Provide requested documentation to the Company.
17. **Procurement**
 - a. Work with the Company to establish procurement timelines such as the opening and closing dates of the procurement.
 - b. Provide technical specifications for RFPs when needed.
 - c. Publish the Legal Notice in the newspaper, when needed.
 - d. Determine if the LEA will handle Q and A from proposers or if this will be delegated to the Company.
 - e. Ensure the Evaluation Matrix is filled out and signed prior to signing contracts.
 - f. Ensure contracts are signed in accordance with local policy.
18. **FCC Form 471**
 - a. Respond to requests from the Company regarding contracts, or other documentation necessary to support the Form 471.
19. **Program Integrity Assurance (PIA)**
 - a. Respond to any request for information from the Company within five (5) days of receipt of the request.
20. **Audit Documentation**
 - a. Maintain relevant E-rate documents for a minimum of 10 years beyond the last date of service. This documentation is separate from the documentation maintained by the Company. A full list of required documents will be provided by the Company.
21. **CIPA compliance: Provide evidence of**
 - a. Board agenda showing CIPA discussion
 - b. Board minutes showing CIPA discussion
 - c. Internet filtering mechanism
 - d. Internet Safety Policy
 - e. Cyberbullying education plan
22. **Inventory**
 - a. Maintain inventory information according to E-rate requirements. These requirements will be provided to the LEA by the Company.

Letter of Agency

This agreement is entered into on this _____ day of _____ 2021, by and between **Intrinsic Admin Corp, dba E-rate Advisors**, a California Corporation and **Golden Feather Union Elementary School District**, a Local Education Agency (LEA) under the laws of the State of California. E-rate Advisors' authority to communicate shall remain in effect during the term of the E-rate Management Services Agreement.

This Letter of Agency (LOA) grants E-rate Advisors the authority to investigate and communicate with E-rate service providers, the Schools and Libraries Division of the Universal Service Administrative Company and any other agency relevant to E-rate and CTF discounts on behalf of the LEA.

The LOA shall remain effective for the E-rate Fund Years prior to and including 2019, not to exceed December 31, 2027.

E-rate Advisors representatives include:

Lara Allen Rachel White Ed White

**Golden Feather Union Elementary School District, BEN:
144669**

LEA Representative:

Representative Signature:

Signature Date:

E-rate Advisors, CRN: 16079893

Company Representative: Lara Allen

Representative Signature:

Signature Date:

July 7, 2021

Chromebooks for Disposal

<u>serialNumber</u>	<u>model</u>	<u>provisionStatus</u>	<u>annotatedNotes</u>
5CD042N4KB	HP 11 G8	DEPROVISIONED	Will not Turn on
5CD72126N0	HP 11 G5	DEPROVISIONED	Screen is dark, unable to make brighter - JD on 6/22/21
5CD72126QF	HP 11 G5	DEPROVISIONED	Bad Drive - JD on 6/22/21
5CD7213DPD	HP 11 G5	DEPROVISIONED	Missing keys. others are sticky or hard to push. JD on 6/22/21
5CD7213DPV	HP 11 G5	DEPROVISIONED	Bad Drive - JD on 6/22/21
5CD7213DQG	HP 11 G5	DEPROVISIONED	missing multiple keys - JD 0 6/22/21
5CD7245YZD	HP 11 G5	DEPROVISIONED	Missing Multiple Keys - JD on 6/22/21
P203TDUT	Lenovo 100e	DEPROVISIONED	Multiple keys do not work

Equipment for Disposal

Serial Number	Make/Model	Device Type	Notes
5CD7213DNB	HP 11 G5	Chromebook	Bad Power Port
P203TFAP	Lenovo 100e	Chromebook	Cracked Screen
P203TDRX	Lenovo 100e	Chromebook	Broken Screen
P203TCJK	Lenovo 100e	Chromebook	No Power - Will not charge
2NNK9WI	Dell E5530	Laptop	End of Life (EOL)
FPYK9WI	Dell E5530	Laptop	EOL
GRDG682	Dell Optiplex 3020	Desktop	EOL
DVDG682	Dell Optiplex 3020	Desktop	EOL
DQDG682	Dell Optiplex 3020	Desktop	EOL
BRDG682	Dell Optiplex 3020	Desktop	EOL
DYJW9RI	Dell Inspiron 2020	Desktop	EOL
0040493483	Gateway E4610s	Desktop	EOL
0040493475	Gateway E4610s	Desktop	EOL
JAB041880A6	Cisco 2621	Network Router	EOL
FAA0514FI3P	Cisco 3548	Network Switch	EOL
FAA0514FI3Y	Cisco 3548	Network Switch	EOL
ABT0302825	Aruba 105	Wireless Access Point	Bad



787 Spreckels Avenue
Manteca CA, 95336
P 209.825.1921

July 14, 2021

Golden Feather Union Elementary School District
2771 Pentz Rd
Oroville, CA 95965

Re: DSA Approved 24x40 Stockpile Classrooms
Spring Valley Elementary

Attn: Joshua Peete

American Modular Systems is pleased to provide our proposal for the (2) DSA Approved 24x40 Classrooms from AMS new premanufactured inventory. Our pricing is based upon the AMS-provided conceptual floor plans dated 12/11/20 attached to this proposal for reference.

Golden Feather Union Elementary School District is utilizing the provisions of the Reef-Sunset Unified School District Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved modular classroom buildings, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50 lb floor load, 110 ULT wind load, 2016 CBC, Ss = 0.665, FOB Oroville, CA.

(2) each; 24x40 DSA Approved Classroom	960 s.f.	\$94,510	\$189,020
--	----------	----------	-----------

Per conceptual AMS-provided floor plans dated 12/11/20 attached and refer to inclusions/exclusions list attached

Terms:

Monthly progress payment net 20 days. Quote good for 60 days. Design fees due at DSA submittal.

Proposal Schedule:

Signed Proposal and Colors	July, 2021
DSA Site Approval	September 1, 2021
Purchase Order	August 13, 2021
Delivery/Set	September/October, 2021
Substantial Completion	September/October, 2021

Attachments/Exhibits:

AMS-provided conceptual floor plans dated 12/11/20



AMERICANMODULAR.COM

Golden Feather UESD
(2) Stockpile 24x40 bldgs
July 14, 2021

Thank you for the opportunity to provide our proposal. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:
Golden Feather Union Elementary School District

Signature

Printed Name

Title

Date

DMS/jt

American Modular Systems, Inc.



Signature

David Sarich

Printed Name

Program Manager

Title

7/14/21

Date

Inclusions

Building Envelope:

- 2016 CBC
- Engineering & Design
- DSA Stockpile Approval Fees & In-plant Inspection
- Standard delivery/Set-up
- Steel moment frame DSA PC design
- 20ga standing seam galvanized metal roof, standard 1/4:12 single slope to rear
- Reinforced wood floor system
- 2"x4" wall framing
- R-19 roof insulation, R-13 walls
- Tempered, dual glazed, bronze anodized non-operable 8'-0x4'-0 aluminum framed windows as shown

Exterior:

- 18 ga exterior hollow metal door
- 16 ga hollow metal knockdown door frame, right hand door handing
- Duratemp T-1-11 siding
- 2" x 3" downspouts
- AMS Standard Dunn Edwards paint, 2 color option
 - Body Color: _____
 - Trim Color: _____
- 5 ft. front overhangs, 2 ft. rear overhangs, no side overhangs
- Non-enclosed soffits

Interior:

- 8' 6" suspended T-bar ceilings with Armstrong 2'x4' lay-in fiberglass ceiling tiles
- (2) 8'x4' white markerboards per classroom
- AMS standard vinyl tack board interior wall covering over 1/2" gypboard, batten close-up
- AMS upgrade Patcraft carpet tile with rubber base
 - Carpet Color: _____
 - Rubber Base Color: _____
- Walk-off mat at entry
 - Walk-off Mat Color: _____

Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at exterior door
- Single phase interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling, locations to be provided by AOR

Mechanical:

- Wall mount electrical HVAC system, single phase
- Programmable T-Stats
- Standard ducted supply registers

Additional Features/Items:

- Wall-mount fire extinguisher

- AMS standard Schlage cylinder exterior door hardware
- Project/contract supervision
- One year warranty
- Sales tax

Exclusions

General Specification, Fees, and Site Requirements:

- Site related DSA approval, DSA plan fees, DSA inspection fees
- HCD fees, site inspections/approvals
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval

Foundation, Foundation Prep:

- Concrete foundations, foundation embeds, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Foundation flashing
- Crane charges (if necessary)
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions

Equipment and Devices:

- Fire alarm system
- Ramps
- Ramp transitions to grade
- Fire sprinklers/risers
- Exterior/interior drinking fountain

Electrical and Data:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV

Site, Final Connection, Drainage and Plumbing:

- Full-time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin

- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground

Exclusions (continued):

Miscellaneous:

- Sealing/waxing of finish floor coverings
- Casework
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination
- Flooring and rubber base

Special Notes:

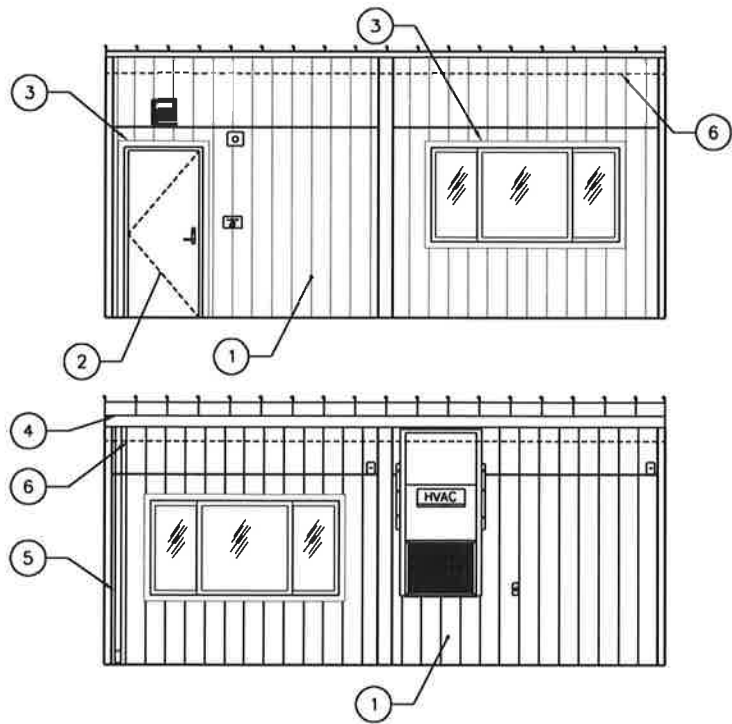
District must provide an ALL WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis. Foundation pad over-excavation must be minimum 5' on all four sides.

Point of Connection Drawings (POC) as coordinated with the AOR and design team, supersedes any previous drawings and/or communications regarding POC's, including the DSA approved drawings. The locations and sizing reflected on the POC sheet are the responsibility of the Architect of Record to provide to the appropriate on-site contractors for coordination and execution.

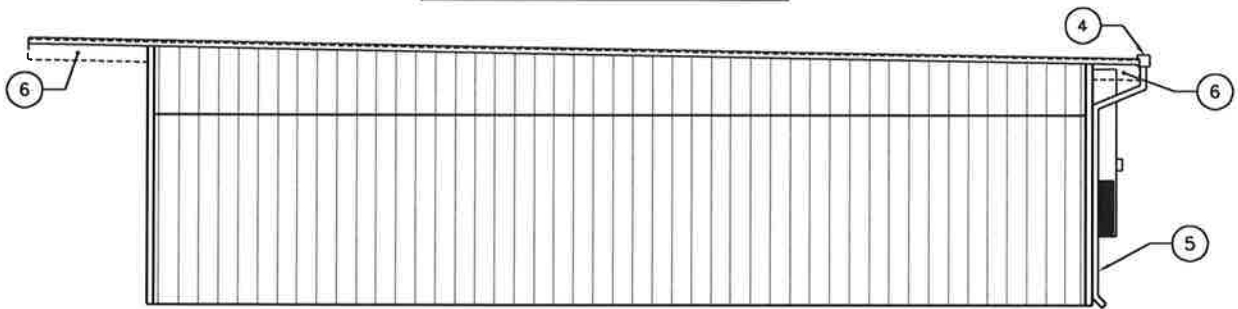
AMS does not have the following included in our scope as listed above per the new requirements in 2016 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

FRONT/REAR EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION



NOTE:
*ELEVATION IS NOT PROJECT SPECIFIC AND IS INTENDED FOR DIAGRAMMATIC PURPOSES ONLY

- EXTERIOR COLOR SCHEDULE -

REF.	ITEM	COLOR #1	COLOR #2
①	BODY	X	
②	DOOR		X
③	EXTERIOR TRIM (NOT APPLICABLE WITH STUCCO FINISH)		X
④	GUTTER		X
⑤	DOWNSPOUT		X
⑥	FASCIA (APPLICABLE ONLY WITH ENCLOSED SOFFIT)		X



DRAWING TITLE

PC 02-112210 24X40
COLOR SCHEDULE (EXTERIOR ELEVATION)
DURATEMP 303 FINISH

PROJECT No.

EXT-1



STANDARD EXTERIOR COLOR SCHEDULE

DATE:

7/2/2021

Project Number:

0

Project Name:

Spring Valley ES

School District:

Golden Feather UESD

Roof Type (*Hide Before Sending):

Mono Slope 24x40

Approver(s):

Exterior:

• Finish:

DURATEMP

PAINT & ROOFING:

• Option 1 - Standard Two Color Paint Scheme W/ Galvanized Metal Roof

Please Visit - <https://www.dunnedwards.com/colors/color-family>

• Exterior Paint:

Dunn Edwards	Body Color Choice:	
	Accent Color Choice:	

• Metal Roof:

Galvanized (No Action Required)

• Door & Jamb:

Match to Accent Color (No Action Required)

• Door/Window Trim (if applicable):

Match to Accent Color (No Action Required)

• Ramp, Landing, Hand Rails
& Deck (if applicable):

Match to Accent Color (No Action Required)

• Gutters & Downspouts:

Match to Accent Color (No Action Required)

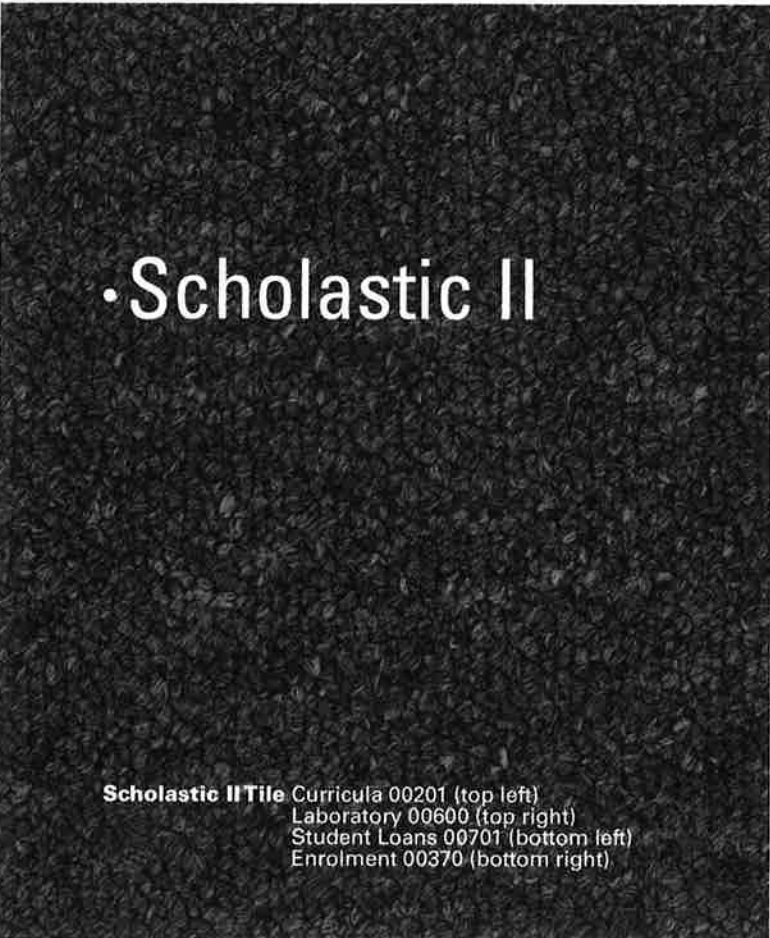
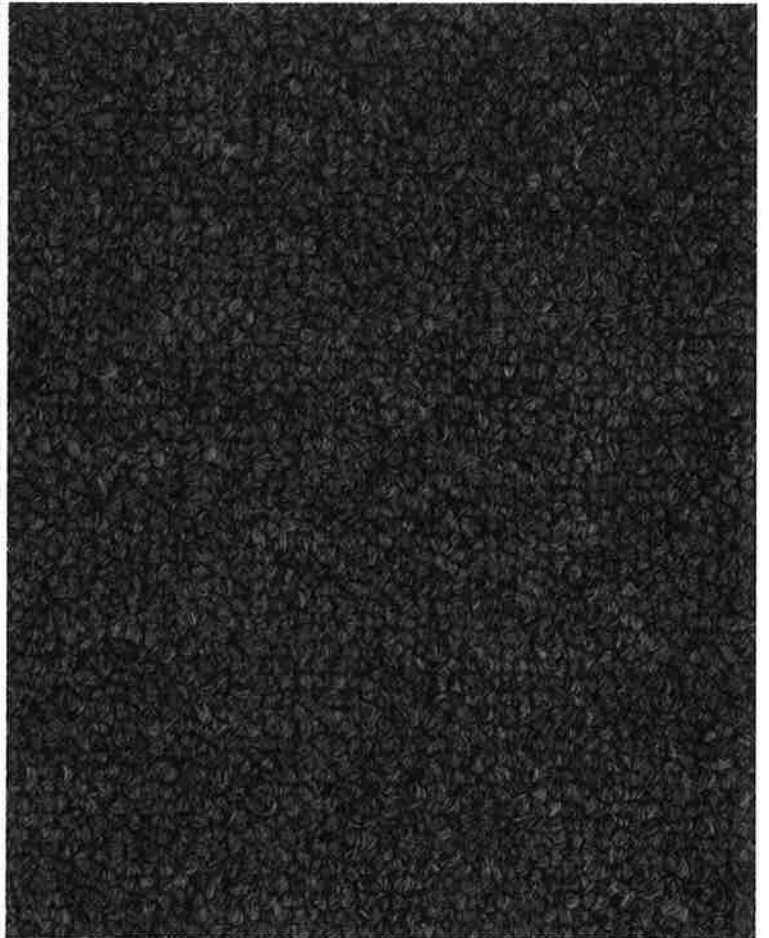
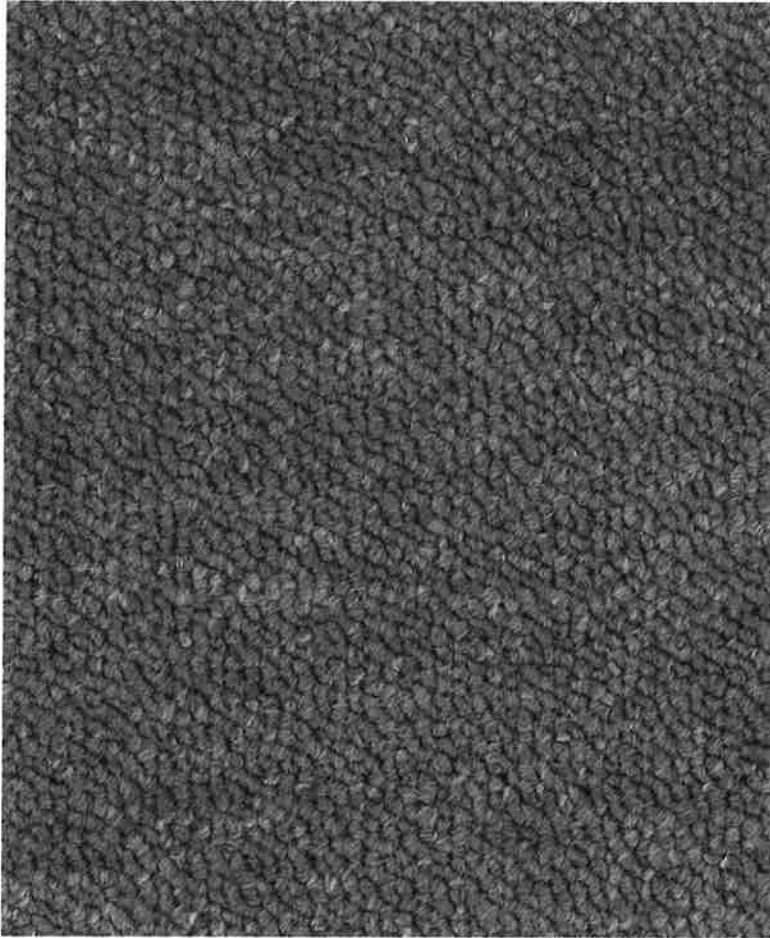
• Fascia (if applicable):

Match to Accent Color (No Action Required)

APPROVED BY:

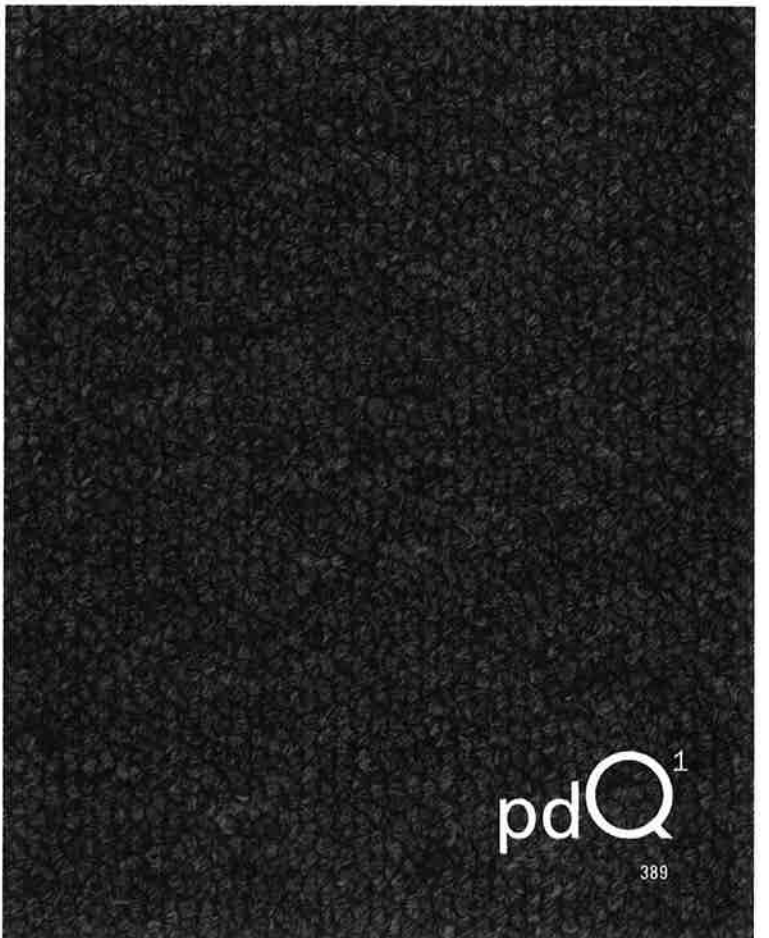
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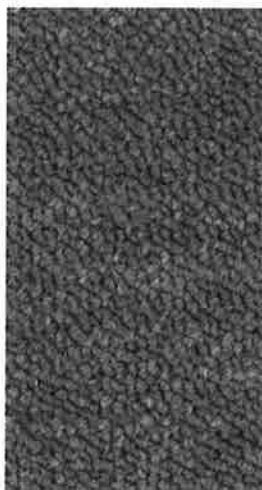
MONITOR SCREEN RESOLUTION AND/OR PRINTER MAY PROVIDE A VARIATION IN REPRESENTATION OF ACTUAL COLOR. PHYSICAL SAMPLES PROVIDED UPON REQUEST.



•Scholastic II

Scholastic II Tile Curricula 00201 (top left)
Laboratory 00600 (top right)
Student Loans 00701 (bottom left)
Enrolment 00370 (bottom right)





SCHOLASTIC II
Curricula - 00201



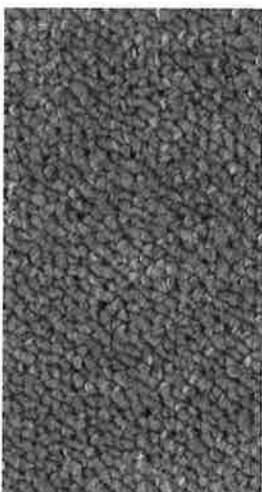
SCHOLASTIC II
Laboratory - 00600



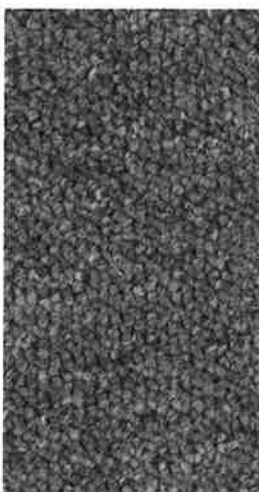
SCHOLASTIC II
Student Loans - 00701



SCHOLASTIC II
Enrolment - 00370



SCHOLASTIC II
Elective - 00501



SCHOLASTIC II
Syllabus - 00770



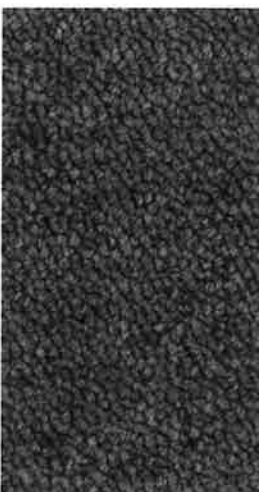
SCHOLASTIC II
Intramural - 00570



SCHOLASTIC II
Dean - 00702



SCHOLASTIC II
Fraternity - 00765



SCHOLASTIC II
Graduate Program - 00200



SCHOLASTIC II
Drop & Add - 00700

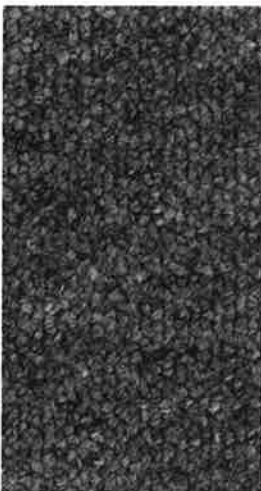


SCHOLASTIC II
Sorority - 00871

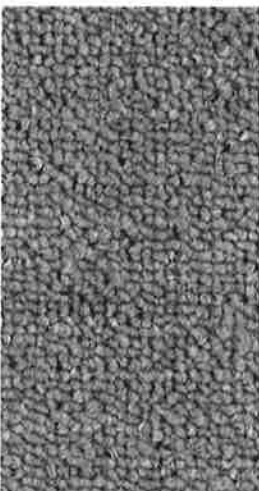
Scholastic II



SCHOLASTIC II
Undergraduate - 00572



SCHOLASTIC II
Finals - 00525



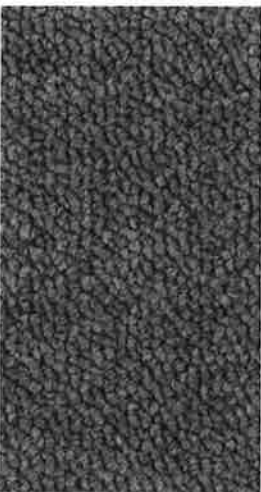
SCHOLASTIC II
Tenure - 00302



SCHOLASTIC II
Tuition - 00471



SCHOLASTIC II
Transcript - 00402



SCHOLASTIC II
Financial Aid - 00301



SCHOLASTIC II
Academic Probation - 00401

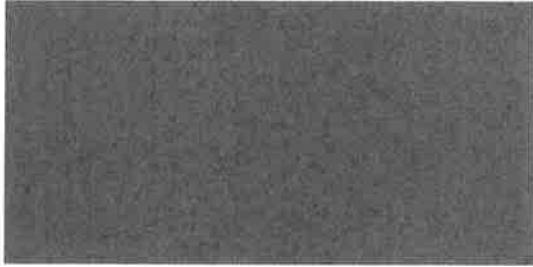


SCHOLASTIC II
Midterm - 00960



SCHOLASTIC II
Bowl Games - 00300

Rubber Wall Base Color Samples



Charcoal 123



Dolphin 129



Light Brown 147



Steel Gray 148



Sandstone 171



Hunter Green 169



Burnt Umber 194



Smoke 174



Dave Lennox
PREMIER DEALER
LENNOX

1188 Hassett Ave
Yuba City, Ca 95991
Phone: (530) 674-8307
Fax: (530) 674-9877
Email bobspencer@rbsspencerinc.com

Page No. 1 of 1

Contractors Lic#664429
S.B.E. CERT # 12155
DIR CERT # 1000002088
"QUALITY & COMFORT
SINCE 1984"

CHANGE ORDER ADDER **HVAC PROPOSAL**

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
GOLDEN FEATHER RIVER UES DIST. ATTN: JOSH/ ZANE		6-28-2021	WALK 6-25-2021
PHONE NUMBER	FAX NUMBER	JOB NAME	
533-3467/228-9733		MAIN OFFICE WING HVAC REPLACEMENT PROJECT	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
2771 PENTZ RD OROVILLE CA		2771 PENTZ RD OROVILLE CA	

ADDENDA: #1 READ & APPLIED.

CUPPCA PRE-QUALIFICATION DOCUMENTS HAVE BEEN SUBMITTED TO JOSE PEET AS REQUIRED

SUMMARY HVAC SCOPE OF WORK & EQUIPMENT: PROVIDE COMPLETE TURN-KEY HVAC PROJECT

***PLEASE NOTE: THIS SCOPE OF ADDITIONAL WORK BELOW WILL HAVE TO DEALT WITH VIA CHANGE ORDER FOR THE 15 TON LENNOX GYM/MP UNIT PACKAGE UNIT PROPOSAL MORE TO FOLLOW OR PREFERRED METHOD BY ZANE**
PROVIDE & INSTALL ADDITIONAL DUCT RUN TO HALL OFFICE OFF OF MP/GYM SYSTEM FOR SPACE CONDITIONING
PROVIDE & INSTALL ALL NEW ADDITIONAL WALL FRAMING THRU THE WALL AND SECOND WALL HALLWAY WALLS FOR NEW SUPPLY & RETURN AIR DUCTING THAT COMES FROM THE NEW MP/GYM UNIT INTO THE EXISTING AIR HANDLER ROOM PROVIDE & INSTALL ALL THRU THE WALL FRAMING AND OPENINGS FOR SUPPLY & RETURN AIR DUCTING FROM NEW UNIT OUTSIDE LOCATION TO EXISTING INSIDE DUCTING LOCATION COMPLETE
THIS CONDITION WAS DISCOVERED DURING THE SECOND WALK AND IT WAS DETERMINED THAT THIS INSTALL REVISION IS THE BEST SOLUTION GIVEN THE CURRENT CONDITIONS
PROVIDE & INSTALL ALL HVAC PLENUMS, TRANSITIONAL DUCTING & FITTINGS INSULATE AS REQUIRED COMPLETE*
PREVAILING WAGE RATES FOR ON SITE LABOR HOURS WITH CERTIFIED PAYROLL
PROVIDE ALL PAYMENT, LABOR AND PERFORMANCE SURETY BONDS AS REQUIRED COMPLETE
SALES TAX & FREIGHT COST ARE INCLUDED

HVAC LIST OF EXCLUSION

ANY HVAC EMS, BAS OR NETWORK TEMPERATURE CONTROL SYSTEMS, ONLY FACTORY STAND-ALONE NON-EMS CONTROLS ARE PROVIDED IN OUR BASE HVAC PROPOSAL
INSPECTIONS OR DSA DOCS OR PERMITS, TITLE 24 DOCUMENTATION, ENGINEERING
PAINTING, PRIMING,
ANY INDEPENDENT THIRD- PARTY TEST & BALANCE

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

SEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS

\$ 7,280.00

Payment as follows: Normal Progress Billing

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. If job is cancelled after ordering equipment, you will be responsible for re-stocking fees or charges. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**Authorized
Signature**

ROBERT B SPENCER JR 6-28-2021

Note: this proposal may be withdrawn by us
if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



1188 Hassett Ave
Yuba City, Ca 95991
Phone: (530) 674-8307
Fax: (530) 674-9877

Email bobs Spencer@rbsspencerinc.com

Page No. 1 of 1

Contractors Lic#664429
S.B.E. CERT # 12155
DIR CERT # 1000002088
"QUALITY & COMFORT
SINCE 1984"

Dave Lennox
PREMIER DEALER
LENNOX

REVISED/ HVAC PROPOSAL

PROPOSAL SUBMITTED TO		TODAY'S DATE	DATE OF PLANS/PAGE #'S
GOLDEN FEATHER RIVER UES DIST. ATTN: JOSH/ ZANE		6-28-2021	WALK 6-24-2021
PHONE NUMBER	FAX NUMBER	JOB NAME	
533-3467/228-9733		OFFICE AREA HVAC REPLACEMENT PROJECT	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	
2771 PENTZ RD OROVILLE CA		2771 PENTZ RD OROVILLE CA	

CUPPCA PRE-QUALIFICATION DOCUMENTS HAVE BEEN SUBMITTED TO JOSE PEEET AS REQUIRED

SUMMARY HVAC SCOPE OF WORK & EQUIPMENT: PROVIDE COMPLETE TURN-KEY HVAC PROJECT
PROVIDE & INSTALL 1 EA 2 TON MITSUBISHI DUCTLESS SPLIT SYSTEM HEAT PUMP SYSTEM WITH 2 EA HIGH WALL MOUNTED SINGLE THROW EVAPORATOR AIR HANDLER UNITS W/ INDEPENDENT SPACE THERMOSTATS FOR INDIVIDUAL SPACE CONTROL
PROVIDE & INSTALL INTERCONNECTING COPPER INSULATED FREON LINES WITH EACH CASSETTE EVAP COIL UNIT
PROVIDE ALL REQUIRED HVAC EQUIPMENT & RELATED COMPONENTS DEMOLITION, DISPOSAL OF & REMOVAL OF EXISTING SELF-CONTAINED HVAC AIR HANDLER/CONDENSING UNIT
DOES **NOT** INCLUDE ANY ASBESTOS ABATEMENT IF DEEMED ON SITE REMOVAL BY OTHERS
PROVIDE & INSTALL ALL LINE VOLTAGE WIRING WITH DISCONNECTS, FUSES, WHIPS & BREAKERS FROM EXISTING SOURCES TO CONNECT TO NEWLY INSTALLED SPLIT SYSTEM COMPLETE
PROVIDE START-UP & TESTING OF INSTALLED HVAC UNIT AS REQUIRED
PROVIDE & INSTALL HVAC UNIT CONDENSATE DRAIN, PUMP & PIPING TO EXISTING DRAIN LOCATION
PREVAILING WAGE RATES FOR ON SITE LABOR HOURS WITH CERTIFIED PAYROLL
PROVIDE ALL PAYMENT, LABOR AND PERFORMANCE SURETY BONDS AS REQUIRED COMPLETE
SALES TAX & FREIGHT COST ARE INCLUDED
LEAD TIME ON EQUIPMENT: MITSUBISHI CONDENSING UNIT 2 WEEKS OUT ALL OTHER ITEMS IN STOCK

HVAC LIST OF EXCLUSION

ANY HVAC EMS, BAS OR NETWORK TEMPERATURE CONTROL SYSTEMS, ONLY FACTORY STAND-ALONE NON-EMS CONTROLS ARE PROVIDED IN OUR BASE HVAC PROPOSAL
INSPECTIONS OR DSA DOCS OR PERMITS, TITLE 24 DOCUMENTATION, ENGINEERING
PAINTING, PRIMING,
ANY INDEPENDENT THIRD- PARTY TEST & BALANCE
***PLEASE NOTE: THIS SCOPE OF ADDITIONAL WORK BELOW WILL HAVE TO DEALT WITH VIA CHANGE ORDER FOR THE 15 TON LENNOX GYM/MP UNIT PACKAGE UNIT PROPOSAL MORE TO FOLLOW OR PREFERED METHOD BY ZANE**
PROVIDE & INSTALL ADDITIONAL DUCT RUN TO HALL OFFICE OFF OF MP/GYM SYSTEM FOR SPACE CONDITIONING
PROVIDE & INSTALL ALL NEW ADDITIONAL WALL FRAMING THRU THE WALL AND SECOND WALL HALLWAY WALLS FOR NEW SUPPLY & RETURN AIR DUCTING THAT COMES FROM THE NEW MP/GYM UNIT INTO THE EXISTING AIR HANDLER ROOM PROVIDE & INSTALL ALL THRU THE WALL FRAMING AND OPENINGS FOR SUPPLY & RETURN AIR DUCTING FROM NEW UNIT OUTSIDE LOCATION TO EXISTING INSIDE DUCTING LOCATION COMPLETE
THIS CONDITION WAS DISCOVERED DURING THE SECOND WALK AND IT WAS DETERMINED THAT THIS INSTALL REVISION IS THE BEST SOLUTION GIVEN THE CURRENT CONDITIONS
PROVIDE & INSTALL ALL HVAC PLENUMS, TRANSITIONAL DUCTING & FITTINGS INSULATE AS REQUIRED COMPLETE*

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

TWENTY- FOUR THOUSAND EIGHT HUNDRED NINE DOLLARS ----- \$ 24,809.00

Payment as follows: Normal Progress Billing

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. If job is cancelled after ordering equipment, you will be responsible for re-stocking fees or charges. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature

ROBERT B SPENCER JR 6-28-2021

Note: this proposal may be withdrawn by us if not accepted within 120 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____