

## Contract for Goods and Services

Vendor Name and Address: Frank Cooney Company 1226 N. Michael Drive Wood Dale, IL 60191	Bill to: Jacksonville Lighthouse Charter School 1661 Worcester Rd., Suite # 207 Framingham, MA 01701
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Services to be provided at and for: Jacksonville Lighthouse Charter School 251 North First Ave Jacksonville, AR 72076	Contact Persons: Tom Stewart Vice President, LFM Office: (508) 626-0904 ext. 102 Cell: (508) 308-3448  Becky Rudder Administrative Assistant Office: (508) 626-0904 ext. 101
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For good and sufficient consideration, the receipt of which is hereby acknowledged, all terms and conditions of the School Furniture Request for Proposal issued on March 15, 2009 and closed April 15, 2009 are hereby incorporated into this contract. Any exceptions are stated below. Only the exceptions below are applicable.

### Timeline and general description of services:

As a requirement of the aforementioned request for proposal, Frank Cooney Company has agreed to purchase, consolidate, warehouse, asset tag, inventory, deliver and install all fixture and equipment ("FFE") and consolidate, warehouse, stamp and inventory of all textbooks on behalf of the Jacksonville Lighthouse Charter School ("JLCS"). FFE and textbooks shall be shipped to the school at dates and times to be determined by Lighthouse Facilities Management, LLC ("LFM"), acting project manager for JLCS, but prior to August 3, 2009. Upon placement of purchase orders, weekly status updates will be given to LFM by Frank Cooney Company. Included in the weekly status updates shall be confirmation of receipts from manufacturers on orders placed by Frank Cooney Company and/or textbooks received on behalf of JLCS; notification of when product has been delivered to Frank Cooney Company's warehouse; delivery and installation schedule confirmations; and if any items are on backorder, then Frank Cooney Company must notify LFM immediately as well as identify alternate products at comparable cost. Frank Cooney Company shall provide LFM will a performance bond with a minimum S&P AA rating in the amount of \$69,848.00, which is equal to 25% of estimated cost of purchase order.

Per unit pricing as outlined in Frank Cooney Company's proposal dated April 9, 2009, shall hold for a period of one year from execution of contract. The prices covers all materials, warehousing, delivery, install, asset tagging, insurance and workers compensation coverage in accordance to RFP and state guidelines, whichever is more. Moving and installation services shall be performed in accordance to federal, state and local guidelines, including, but not limited to, any local union requirements and managed by Frank Cooney Company's designated project manager, who shall be an employee of Frank Cooney Company. Should union labor be a governmental requirement in the install, then Frank Cooney Company shall absorb the cost. Neither JLCS nor LFM shall be accountable for wage adjustments due to union labor. All of the aforementioned services shall be concluded within two weeks of initial delivery.

No assignment, delegation of the contract, nor any part of the work thereof to be performed there under, and no assignment of money due or to become due, shall be valid without first obtaining the written consent of LFM.

Since Frank Cooney Company will be performing work at a public charter school, it shall be required that all employees working for or on behalf of Frank Cooney Company shall have a criminal background check.

performed. Any such employees who have been convicted of a felony offense, a drug or weapons related offense, a sexual assault offense or a crime against children shall not be allowed on school grounds.

Exceptions:

There are no exceptions

Signed: Frank Cooney  
Frank Cooney Company  
Authorized Representative

[Signature]  
Jacksonville Lighthouse Charter School  
Authorized Representative

Date: 5-01-09

4/28/09

No changes to this contract may be made without written authorization from Frank Cooney Company, Jacksonville Lighthouse Charter School and Lighthouse Facilities Management, LLC.