

Sensory Room Purchase Agreement

THIS AGREEMENT made this 12th day of February, 2024, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as ----- **“District,”**

A N D

FUN AND FUNCTION, LLC, P.O. Box 11, Merion Station, Pennsylvania 19066, hereinafter referred to as ----- **“Contractor.”**

The parties hereto, intending to be legally bound hereby, agree as follows:

1. The Contractor agrees to provide the sensory room identified as Option 2 in the Contractor’s Proposal dated January 24, 2023 (the “Proposal”) and the equipment associated with Option 2, as stated in the Proposal. In exchange, the District agrees to pay the Contractor \$60,480.65, as specified in the Proposal.
2. The Proposal is attached hereto as Exhibit A, is incorporated herein by reference, and its contents are legally binding on the parties hereto. The Contractor provided the District with a sole source letter that is attached hereto as Exhibit B.
3. Any defective or equipment may be rejected by the District and, if rejected, shall be remedied by the Contractor at no cost to the District.
4. Because federal grant dollars (ESSER funds) will be used by the District for the purchase, the following provisions shall also apply:
 - A. The Contractor agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the grant application, the grant award, the Uniform Grant Guidance, any other applicable law or regulation, and the District’s applicable policies and procedures.

- B. The Contractor certifies that it is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. The Contractor further agrees, while the Agreement remains in effect, to immediately notify the District if the Contractor is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.
 - C. The Contractor shall not discriminate on the basis of race, creed, color, gender, gender identity, sexual orientation, national origin, ancestry, or handicap/disability
 - D. The Contractor agrees to comply with all local, state and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, and any applicable federal law, regulation, or requirement pertaining to nondiscrimination and/or federal grants.
5. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The undersigned agree, in their individual capacities, to defend, hold harmless, and indemnify the other party against all claims to the effect that the undersigned are without the authority to execute this Agreement or are not authorized to enter into this transaction.
6. There are no understandings between the parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both parties and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

FUN AND FUNCTION, LLC.

Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent



Quote

Option 2

Fun and Function LLC
PO Box 11
Merion Station, Pennsylvania 19066



Quotation 732033
CUSTOMER NO. W03753

BILL TO:
Warren County School District
Warren County School District Accounts Payable
6820 Market St
Riverside, PA 15345-3405

SHIP TO:
Warren County School District
Matthew Glover
345 E 5th Avenue
Warren, PA 15365

DATE	SERVICE REP	TERMS
1/18/2024	Min Heilmann	

P.O. NUMBER	QUOTE DATE	EXPIRATION DATE
	1/17/2024	4/16/2024

PART NUMBER	DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE	TAX	LINE TTL
SP7195	LED Light Up Floor	1.00		2,021.99	2,021.99	0.00	2,021.99
SP8548	Portable Interactive Sensory Projector and mat. Please be advised that the lead time for this item is 4-6 months. NON-EDITABLE.	1.00		14,315.00	14,315.00	0.00	14,315.00

SP9325	Music Hand Wall With Sensorsoft Wall Panel And Platform - White and Dark Grey	1.00		4,220.99	4,220.99	0.00	4,220.99
Please be advised that the lead time for this item is 4-6 months							
SP9198	UV Musical Tactile Wall with Sensorsoft™ Panel with Platform - White and D.Gr	1.00		4,562.99	4,562.99	0.00	4,562.99
Please be advised that the lead time for this item is 4-6 months							
SP7073	Space Master Controller with 8 Way Switch	1.00		2,299.99	2,299.99	0.00	2,299.99
THIS NEEDS TO BE LINKED UP TO ITEMS SP9197, SP9196 and SP9327. Please be advised that the lead time for this item is 4-6 months							

SP9196	Color Changing Light Panel with Sensorsoft Wall Panel and Platform - White and D.Green trim	1.00		4,652.49	4,652.49	0.00	4,652.49
THIS NEEDS TO BE LINKED UP WITH THE SPACEMASTER SP7073. Please be advised that the lead time for this item is 4-6 months. White and D.Green trim							

SP9397	Music Touch Wall with Sensorsoft Wall Panel and Platform - White and D.Green	1.00		6,632.99	6,632.99	0.00	6,632.99
THIS NEEDS TO BE LINKED UP WITH THE SPACEMASTERS SP7073. Please be advised that the lead time for this item is 4-6 months							
SP9327	Filter Ooze Infinity Light Panel Sensorsoft Wall Panel and Platform - White	1.00		4,712.99	4,712.99	0.00	4,712.99
THIS NEEDS TO BE LINKED UP WITH THE SPACEMASTER SP7073. Please be advised that the lead time for this item is 4-6 months							
MW2727	Sensorsoft™ Musical LighUp Hopscotch	1.00		3,744.49	3,744.49	0.00	3,744.49
EX8532	Vibro-Acoustic Platform and Bluetooth Sound System - Sound Bar	1.00		3,299.00	3,299.00	0.00	3,299.00
This item ships directly from the manufacturer. Please allow longer ship time.							

PART NUMBER	DESCRIPTION	QTY	UOM	UNIT PRICE	EXT. PRICE	TAX	LINE TTL
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CF8535	Jellyfish LED Lamp	1.00		34.99	34.99	0.00	34.99
CF7323	Agave Organic Cotton Hammock Chair -Kingsize (grey/grey)	1.00		204.90	204.90	0.00	204.90
This item ships directly from the manufacturer. Please allow longer ship time.							
MW0238	Emversible 4' X 6' Tan Folding Mat 2 sided velcro	2.00		389.99	779.98	0.00	779.98
This item ships directly from the manufacturer. Please allow longer ship time.							
SP6985	Weighted Log Roll	3.00		54.99	164.97	0.00	164.97
EG8973	Big Joe Milano White - Montana Channel	2.00		130.00	260.00	0.00	260.00
This item ships directly from the manufacturer. Please allow longer ship time.							
SP7109	Weighted Shrimmy Turtle	1.00		65.49	65.49	0.00	65.49
SP7008	Gel Floor Tile Green	6.00		49.99	299.94	0.00	299.94
SP6843	Secret Pal / Izzy the Iguana	1.00		62.99	62.99	0.00	62.99
SP9323	Squeeze Me Seat - Dark Green	1.00		1,385.99	1,385.99	0.00	1,385.99
Please be advised that the lead time for this item is 4-6 months							
CF6671	ROMANO Stand for Lounger Hammock Chairs	1.00		464.90	464.90	0.00	464.90
This item ships directly from the manufacturer. Please allow longer ship time.							
SH411	Shipping and Handling- Litigase & Inside Litigase and Inside delivery- the trucking company will deliver the items, remove them from the truck and bring them into the threshold of the delivery site. Please note that they will not bring the items to the room of your request, and the items will not be brought up or down steps.	1.00		6,273.58	6,273.58	0.00	6,273.58
COMMENT							
1.00				0.00	0.00	0.00	0.00

we look forward to working with you! **TOTAL: \$60,480.65**

Please email purchase orders to accounts@funandfunction.com or mail a check with a copy of the quote to the address above. For questions related to your quotation, please contact your sales associate or email customerservice@funandfunction.com.



January 21st, 2024

To Whom It May Concern:

Please be advised that Fun and Function, LLC is the sole source of the following items and no other company or firm in the United States of America sells or distributes the products listed below;

SP7195 - LED Light Up Floor
SP9325- Music Hand Wall With Sensasoft Wall Panel And Platform - White and Dark Gre
SP9198- UV Musical Tactile Wall with SensaSoft™ Panel with Platform- White and D.Gr
SP9073- Space Master Controller with 8 Way Switch
SP9197- Music Touch Wall with SensaSoft Wall Panel and Platform- White and D.Green
SP9196- Color Changing Light Panel with SensaSoft Wall Panel and Platform- White an
SP9327- Fiber Optic Infinity Light Panel SensaSoft Wall Panel and Platform – White
MW7277- SensaSoft™ Musical Lightup Hopscotch
CF8535- Jellyfish LED Lamp
SP6985- Weighted Log Roll
SP7109- Weighted Shimmery Turtle
SP6843- Secret Pal / Izzy the Iguana
SP9323- Squeeze Me Seat - Dark Green

Sincerely,

Mindy Z. Baum
Fun and Function LLC
mbaum@funandfunction.com

Fun and Function, LLC

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